

HISTORIC FIFTH STREET SCHOOL SUBLEASE AGREEMENT

LAS VEGAS REDEVELOPMENT AGENCY AND TECH IMPACT

THIS SUBLEASE AGREEMENT ("Sublease") is made and entered into by and between the LAS VEGAS REDEVELOPMENT AGENCY, a public body in the State of Nevada ("RDA" or "Landlord"), and TECH IMPACT ("Tenant"). Landlord and Tenant are sometimes collectively referred to herein as the "Parties".

This Sublease is effective on the date approved by the Las Vegas Redevelopment Agency Board (the "Effective Date").

RECITALS

WHEREAS, the city of Las Vegas (the "City") is the owner of the real property located at 401 S. 4th Street, Las Vegas, Nevada (the "Property") and those existing building and other improvements on the Premises (the "Existing Improvements") (collectively, the Property and the Existing Improvements are referred to herein as the "Fifth Street School") as depicted on Exhibit "A"; and

WHEREAS, City is the master lessor of a portion of the Premises pursuant to the Interlocal Agreement for the Lease of the Fifth Street School Between City of Las Vegas and Las Vegas Redevelopment Agency (the "Master Lease") dated August 1, 2019; and

WHEREAS, Landlord desires to Sublease to Tenant, and Tenant desires to Sublease from Landlord, office space at the Project as further defined herein.

NOW, THEREFORE, for and in consideration of the foregoing and the covenants, terms and conditions herein contained, the Parties agree as follows:

AGREEMENT

1. SUBLEASE OF PREMISES. Landlord hereby subleases to Tenant, and Tenant hereby subleases from Landlord in accordance with the provisions of this Sublease, a total of 2,648 square feet of gross leasable area in the Fifth Street School (the "Premises") as depicted in Exhibit "B", and further described below:

- A. Suite 155 - 915 square feet
- B. Suite 165 - 929 square feet
- C. Suite 170 - 804 square feet

The Premises shall include Tenant's parking rights as defined in this Sublease.

Tenant agrees that Landlord and any authorized representative of Landlord (the "Landlord Representative") shall have the right at all reasonable times to enter upon and to examine and inspect the Premises so long as Landlord does not unreasonably disrupt Tenant's business operations. Tenant further agrees that Landlord and any Landlord Representative shall have such rights of access to the Premises as may be reasonably necessary to cause the proper maintenance of the Premises in the event of failure by Tenant to perform its obligations hereunder.

Tenant acknowledges and agrees that Landlord's right of occupancy of the Premises, and its right to sublease the Premises to Tenant, may be terminated under the circumstances specified in the Lease Agreement, and if so terminated this Sublease may be terminated.

2. TERM OF SUBLEASE. Unless earlier terminated pursuant to the terms of this Sublease, this Sublease shall be for a term of two (2) years (the "**Term**"), beginning, on the Commencement Date, as defined in Section 3, and ending two (2) years thereafter. If Landlord is unable to timely deliver the Premises by the Commencement Date, rent, Tenant's Cam Payments (defined below) and all other sums payable by Tenant shall abate for the period of delay. Tenant shall make no other claim against Landlord for any such delay or have any right to terminate this Sublease unless such delay exceeds one hundred eighty (180) days.

Tenant shall have one (1) option to extend the Term through December 31, 2022. Tenant shall exercise such option by giving written notice to Landlord not less than ninety (90) days prior to the expiration date of the Term. All extensions of the Term shall be at the rental rate set forth below and upon all of the same covenants, conditions and provisions as provided in this Sublease. Tenant shall not be entitled to exercise any extension option if it is in default of this Sublease at the time it attempts to exercise an option to extend.

3. LEASE COMMENCEMENT DATE. The "**Lease Commencement Date**" shall be February 5, 2020, subject to Las Vegas Redevelopment Agency Board approval. The term "**Lease Year**" as used herein shall mean each twelve (12) full calendar month period starting on the Commencement Date and on each anniversary date of the Commencement Date.

4. PREMISES RENT.

A. BASE RENT. Throughout the Term, and except as otherwise set forth herein, Tenant shall be required to make all rental and other payments to Landlord. Tenant agrees to pay Landlord as follows:

Year One:	\$3,972.00 monthly \$31,776.00 annual
Year Two:	\$4,634.00 monthly \$55,608.00 annual
Option Term Rent:	\$5,296.00 monthly \$63,552.00 annual

Rent shall commence on May 1, 2020 ("**Rent Commencement Date**"), as base rent for the Premises, (the "**Base Rent**"), without demand, abatement, offset or reduction except as otherwise set forth herein, payable monthly in advance on the first day of each calendar month to Landlord at City of Las Vegas Department of Finance Services, 495 South Main Street, 4th Floor, Las Vegas, Nevada 89101.

B. LATE CHARGE AND INTEREST. The Base Rent, and any and all other amounts payable by Tenant hereunder, if not paid within ten (10) days following written notice from Landlord that same is due is subject to a five percent (5%) late charge, which must be included with any late payment. Any amounts not paid by Tenant within thirty (30) days of when due shall bear interest at the rate of ten percent (10%) per annum from the date due until paid which must be included with any late payment.

5. COMMON AREA MAINTENANCE COSTS AND EXPENSES. Common area maintenance expenses shall be included in Base Rent.

6. TENANT IMPROVEMENTS. Tenant shall not make or allow to be made any alterations, physical additions or improvements in or to the Premises without first obtaining in writing Landlord's written consent for such alterations or additions, which consent may be granted or withheld in Landlord's sole but reasonable discretion.

7. SECURITY DEPOSIT. Concurrent with the execution of the Sublease, Tenant will deposit with Landlord an amount equal to Year One monthly rent of \$3,972.00 (the "**Security Deposit**"). The Security Deposit shall be held by Landlord, without liability for interest, as security for Tenant's performance of

its obligations under said Sublease. The Security Deposit shall not be mortgaged, assigned, transferred, or encumbered by Tenant without written consent of Landlord and any such act on the part of Tenant shall be without force and effect and shall not be binding upon Landlord.

Landlord may, from time to time, without prejudice to any other remedy, use the Security Deposit to the extent necessary to make good any arrearages of payments due hereunder from Tenant or to satisfy any other covenant or obligation of Tenant hereunder. Following any such application of the Security Deposit, Tenant shall pay to Landlord on demand the amount so applied in order to restore the Security Deposit to its original amount. If Tenant is not in default at the termination of this Lease, the balance of the Security Deposit remaining after any such application shall be returned by Landlord to Tenant. If Landlord transfers its interest in the Premises during the term of this Lease, Landlord may assign the Security Deposit to the transferee and thereafter shall have no further liability for the return of such Security Deposit.

8. **TENANT REPRESENTATIONS.** The Project Borrower represents, covenants and warrants to the City as follows:

A. **DUE ORGANIZATION AND EXISTENCE.** Tenant is a non-profit corporation duly organized, validly existing and in good standing under the laws of Pennsylvania and is qualified to do business in the State of Nevada; has power to enter into this Sublease; is possessed of full power to own, hold, lease and sell real and personal property; and has duly authorized the execution and delivery of all of the aforesaid agreements.

B. **AUTHORIZATION.** This Sublease and all agreements and instruments contemplated by this Sublease to which Tenant is a party or signatory have been duly authorized, executed, and delivered by Tenant and constitute the legal, valid and binding obligations of Tenant enforceable in accordance with their terms. All requisite organizational action of Tenant has been taken to authorize the execution, delivery and performance of this Sublease and all transactions contemplated hereby.

C. **NO VIOLATIONS.** Neither the execution and delivery of this Sublease, nor the fulfillment of or compliance with the terms and conditions hereof or thereof, nor the consummation of the transactions contemplated hereby or thereby, conflicts with or results in a breach of the terms, conditions or provisions of any restriction or any agreement or instrument to which Tenant is now a party or by which Tenant is bound, or constitutes a default under any of the foregoing, or results in the creation or imposition of any lien, charge or encumbrance whatsoever upon any of the property or assets of Tenant, or upon the Facility.

D. **NO ADVERSE ACTION.** There is no action, suit, proceeding, inquiry or investigation, at law or in equity, before or by any court, governmental agency, public board or body, pending or, to the knowledge of Tenant, threatened against Tenant or its properties or operations: (i) in any way contesting or affecting the validity of this Sublease, the application of any moneys or security provided for the payment of Base Rent and Cam Charges, or (iii) which, if determined adversely to the interests of Tenant or its interests, would have a material and adverse effect on the consummation of the transactions contemplated by, or the validity of, this Sublease.

9. **SERVICES.**

A. **LANDLORD'S OBLIGATIONS.** Landlord shall provide all janitorial and maintenance services with respect to the exterior of the Project as well as common areas (including common restrooms and hallways), maintenance of the landscaped areas, as well as parking lot and sidewalks. In addition, Landlord shall cause the removal of trash and rubbish from the designated central collection area for said items. Landlord will provide for the exterior security of Project including security for all common areas.

B. TENANT'S OBLIGATIONS. Tenant shall pay the cost of all janitorial services with respect to the interior of the Premises, as well as the maintenance and replacement of all light bulbs, tubes, ballasts, and starters (as needed) within the interior of the Premises. Tenant acknowledges that Landlord will not be providing security or other protection services of any sort for the interior of the Premises other than providing for the exterior security of the Project and Landlord has no obligation to provide such services for the interior of the Premises.

10. UTILITIES. Landlord shall pay the cost of all utilities for the space and common areas. The Tenant shall pay the cost for services furnished to the Premises as required by the Tenant for use and occupation of the Premises, including but not limited to security system if any, and other utility or service not provided by Landlord.

To the fullest extent possible, Tenant shall contract with and pay directly the appropriate supplier of any utilities and services furnished to the Premises. The utilities and services that Tenant shall contract with and pay directly include: electricity, telephone, cable and security system if any.

Tenant acknowledges that Premises are designed to provide standard office use electrical facilities and standard office lighting. Tenant shall not use any equipment or devices that utilize excessive amounts of electrical energy or which may, in Landlord's reasonable opinion, overload the wiring or interfere with electrical services to other tenants.

11. REPAIRS AND MAINTENANCE.

A. LANDLORD. Landlord will maintain and repair, in a manner generally consistent with the maintenance and repair of similar properties controlled by Landlord, the exterior and structure of the Project, including: a. electrical, plumbing, HVAC components and all building systems and/or fixtures serving the Premises; b. roof and all structural components including walls and foundation of the Premises; and, c. all common areas and elements of the Project (including but not limited to the connections for all utilities). All such costs shall be included as CAM Charges. If Landlord fails, after receiving thirty (30) days prior written notice from Tenant, to cure such default (except that, in an emergency, Tenant need not provide such notice or period to cure), Tenant may perform the maintenance and repairs and charge the costs to Landlord. Tenant shall maintain the interior of the Premises and its furniture, fixtures and equipment located therein in a good and clean condition.

B. TENANT. Tenant will keep the Premises in good repair and condition at all times. Tenant shall maintain the interior of the Premises and its furniture, fixtures and equipment located therein in a good repair and clean condition at all times. If Tenant fails after receiving thirty (30) days prior written notice from Landlord to cure any default of this obligation (except that, in an emergency, Landlord need not provide such notice or period to cure), Landlord may enter into the Premises and perform the maintenance and repairs and charge the costs to Tenant.

12. USE OF PREMISES.

A. PERMITTED USES. Tenant agrees to use Premises solely for the purposes of general office use in connection with and related to Tenant's educational and training services. Tenant will not use or permit the Premises to be used for any other purpose not described in this Section without the prior written consent of Landlord.

13. EMPLOYMENT PLAN POLICY.

A. Tenants receiving \$100,000 or more in incentives or benefits will each create an Employment Plan indicating the number of jobs that will be created with clearly articulated justifications, a listing of the most current prevailing wage rates for all classified positions (as published by the Nevada

Labor Commissioner's Office) and a Public Works Project Number. The prevailing wage and benefits requirements will be agreed upon by the City and the Tenants in each Employment Plan. Tenants receiving less than \$100,000 in incentives or benefits will use best efforts to meet applicable employment goals.

B. Tenants will target at least 15% of the direct Permanent Full-Time Equivalent Jobs to be filled by residents of the Las Vegas Redevelopment Area 1, Low-Income Communities and/or Low-Income Persons as required by the City's Employment Plan. The Tenant's will utilize referral agencies from a City-approved list for obtaining qualified job applicants ("List of Referral Agencies")

14. LANDLORD'S OBLIGATIONS PURSUANT TO LEASE AGREEMENT WITH CITY. Tenant is hereby advised and made aware of Landlord's obligations pursuant to the Interlocal Agreement for the Lease of the Fifth Street School between City of Las Vegas and Las Vegas Redevelopment Agency and First Amendment to Interlocal ("Landlord's Obligations Pursuant to Lease Agreement") hereto as Exhibit "C".

15. LAWS. WASTE. NUISANCE. Tenant covenants that it:

A. Will not use or suffer or permit any person or persons to use the Premises or any part thereof for conducting thereon any activity not authorized in this Sublease;

B. Will comply with all laws, ordinances, regulations and requirements relating to Tenant's particular use of the Premises, now in force or which hereafter may be in force, of any lawful governmental body or authority having jurisdiction over the Premises; and

C. Will not suffer, permit or commit any nuisance or waste on the Premises.

16. ALTERATIONS. ADDITIONS AND IMPROVEMENTS. LIENS. At any time during the Term, Tenant, at its expense, may make non-structural alterations, additions or improvements in and to the Premises with Landlord's prior approval, provided that such approval shall not be unreasonably withheld, conditioned or delayed. Any such alteration, addition or improvement shall be performed in a workmanlike manner, in accordance with all applicable governmental regulations and requirements, and shall not weaken or impair the structural strength of the Premises.

Title to any improvements or alterations made by Tenant will vest in Landlord at the end of the Term, and Tenant will deliver such documents of conveyance thereof as Landlord may reasonably request (including without limitation assignments of any outstanding warranties), and Landlord agrees to accept the Premises with such improvements and alterations. Tenant may place such trade fixtures, personal property, machinery, furniture, equipment and the like on the Premises as it may desire at its own expense. Tenant may remove all or any items of fixtures of personal property prior or at the expiration or termination of this Sublease.

Tenant may make alterations and additions to the Premises so long as the same are not structural and are done in a good and workmanlike manner and in compliance with all applicable laws. All structural alterations or additions to the Premises shall require the prior approval of Landlord, which shall not be unreasonably withheld or delayed.

In the event Tenant shall at any time during the term of this Lease Agreement cause any changes, alterations, additions to the Premises (including the Tenant Improvements), or other work to be done or performed or materials to be supplied, in or upon the Premises, Tenant shall pay, when due, all sums of money that may become due for, or purporting to be for, any labor, services, materials, supplies or equipment furnished or alleged to have been furnished to or for Tenant in, upon or about the Premises and which may be secured by a mechanics', materialmen's or other lien against the Premises or Tenant's

interest therein, and will cause each such lien to be fully discharged and released at the time the performance of any obligation secured by any such lien matures or becomes due, except that, if Tenant desires to contest any such lien, it may do so as long as such contest is in good faith. If any such lien shall be reduced to final judgment and such judgment or such process as may be issued for the enforcement thereof is not promptly stayed, or if so stayed and said stay thereafter expires, Tenant shall forthwith pay and discharge said judgment.

Pursuant to Nevada Statutes 108.234, Landlord hereby informs Tenant that Tenant must comply with the requirements of NRS 108.2403 and NRS 108.2407. Tenant shall take all actions necessary under Nevada law to ensure that no liens encumbering the Landlord's interest in the Facility arise as a result of Tenant's construction of any improvements, which actions shall include, without limitation, the recording of a notice of posted security in the Official Records of Clark County, Nevada, in accordance with NRS 108.2403, and either (i) establishing a construction disbursement account pursuant to NRS 108.2403(1)(b)(1), or (ii) furnishing and recording, in accordance with NRS 108.2403(1)(b)(2), a surety bond for the prime contract for improvements to the Project that meets the requirements of NRS 108.2415. Tenant may not begin any improvements in the Project until Tenant has delivered evidence satisfactory to Landlord that Tenant has complied with the terms of this Section.

17. **PAYMENT OF TAXES.** Tenant shall be responsible for any taxes on its personal property located at the Premises or for real property taxes assessed for its possessory use of the Premises. Landlord shall have no responsibility or liability to pay any personal property taxes because of any personal property brought upon or used by Tenant in connection with the Premises and/or any real property taxes due to its possessory use of the Premises, and Tenant agrees to pay, and to indemnify Landlord concerning, any such taxes that may be assessed.

18. **COMPLIANCE WITH THE LAW.** Landlord shall promptly execute and comply with all statutes, rules, orders, building codes, ordinances, requirements and regulations of the City, County, State and Federal governments, including OSHA, the Americans with Disabilities Act of 1990 (42 USC Sections 12101 through 12213 and 47 USC Section 225.611) and their underlying regulations and rules, which are applicable to the Premises. Nothing herein contained shall be construed to restrict the Landlord from contesting the validity of any such regulation, rule or ordinance, provided the Landlord indemnifies the Tenant to its reasonable satisfaction against the consequences of non-compliance during the period of dispute.

Tenant shall promptly execute and comply with all statutes, rules, orders, building codes, ordinances, requirements and regulations of the City, County, State and Federal governments, including OSHA, the Americans with Disabilities Act of 1990 (42 USC Sections 12101 through 12213 and 47 USC Section 225.611) and their underlying regulations and rules, which are applicable to Tenant's particular use of the Premises. Nothing herein contained shall be construed to restrict the Tenant from contesting the validity of any such regulation, rule or ordinance, provided the Tenant indemnifies the Landlord to its reasonable satisfaction against the consequences of non-compliance during the period of dispute.

19. **INDEMNIFICATION AND INSURANCE.** Tenant agrees to procure and maintain general liability insurance in the minimum amount of \$1,000,000 per occurrence; \$2,000,000 in the aggregate covering any injury or damage to person or property resulting from the use of the Premises for the term of this Sublease. The insurance policies shall name the Landlord as an additional insured. Nothing in this Sublease shall prevent Tenant from carrying the insurance required to be maintained by Tenant hereunder under a blanket insurance policy or policies which can cover other properties as well as the Premises.

Except where caused by the negligence or willful misconduct of Landlord or its employees, officers, directors, agents, representatives or contractors, Tenant hereby agrees to protect, indemnify, and

hold the Landlord, its officers, employees and agents, harmless from and against any and all claims, damages, losses, expenses, suits, actions, decrees, judgments, awards, attorneys' fees and court costs, which the Landlord, its officers, employees or agents, may suffer or which may be sought against or are recovered or obtainable from the Landlord, its officers, employees or agents, as a result of, or by reason of, or arising out of or in consequence of any act or omission, negligent or otherwise, of the Tenant or its officers, employees, contractors, subcontractors, agents, volunteers or anyone who is directly or indirectly employed by, or is acting in concert with, the Tenant, its officers, employees, contractors, subcontractors, volunteers or agents in the performance of this Sublease.

In this connection, the Tenant expressly agrees, at its sole cost and expense, to defend the Landlord, its officers, employees and agents, in any suit or action that may be brought against it or them, or any of them, by reason of any act or omission, negligent or otherwise, against which the Tenant has agreed to indemnify the Landlord, its officers, employees and agents. If the Tenant fails so to do, the Landlord shall have the right, but not the obligation to defend same and to charge all of the direct and incidental costs of such defense, including attorneys' fees and court costs, to the Tenant.

Landlord will maintain comprehensive general liability insurance covering injury, death, disability or illness of any person, or damage to property, occurring on the Project (but specifically excluding Tenant's personal property located at the Premises and the improvements made by Tenant to the interior of the Premises), with liability limits equal to or greater than the minimum limits for the liability insurance to be carried by Tenant under this Section. Landlord will also maintain fire and all risk insurance in an amount equal to the replacement cost of the Project, including the improvements made thereto by Tenant. Landlord is self-insured. This self-insured liability program is established through a funded reserve system appropriately known as the "Self-Insurance Liability Trust Fund" and is supported by an annual budgetary allocation. Landlord shall provide Owners insurance at least equal to the insurance to which the Project Borrower would be entitled as an additional insured had Landlord has purchased General Liability and Automobile Liability Insurance each in an amount of not less than Two Million Dollars (\$2,000,000) combined single limit bodily injury and broad form property damage coverage, including broad form contractual liability, with respect to the Project. Such coverage shall be on an "occurrence" basis and not on a "claims made" basis. Nothing herein shall be deemed to insure Tenant against its sole negligence or willful misconduct.

20. WAIVER OF SUBROGATION. Tenant hereby waives, and Landlord hereby waives, any rights each may have against the other for loss or damage to its property or property in which it may have an interest, where such loss is caused by a peril of the type generally covered by fire or hazard insurance with extended coverage or arising from any cause which the claiming party was obligated to insure against under this Sublease, and the Tenant and Landlord, each waives any right of subrogation that it might otherwise have against the other party.

21. SURRENDER OF PREMISES. Upon expiration or other authorized termination of this Sublease, Tenant shall surrender the Premises in the same condition as they were in at the commencement of this Sublease except for additions, alterations or changes specifically authorized by Landlord and reasonable wear and tear, and shall deliver all keys to Landlord. Before surrendering the Premises, Tenant shall remove all of its personal property, all signage and trade fixtures and shall repair any damage caused by such property or the removal thereof. If Tenant fails to remove such personal property and fixtures upon the expiration or other authorized termination of this Sublease, the same shall be deemed abandoned and shall become the property of Landlord.

22. HOLDING OVER. Any holding over by the Tenant after the expiration or other termination of the Term shall be construed to be a tenancy from month to month, terminable on one month's written notice, at 125% of the then current Base Rent and on all other terms and conditions of this Lease.

23. SALE OF PREMISES. Landlord reserves the right at any time to sell, convey or otherwise transfer its interest in the Premises or any portion thereof and to assign this Lease in connection therewith.

24. EMINENT DOMAIN. In the event the Premises, or any part thereof or interest therein, is taken or condemned for a public or quasi-public use, or is conveyed in lieu thereof (herein referred to as a "Condemnation"), the rights of the Landlord and Tenant in respect of the Condemnation proceeding shall be determined as provided herein. Any Condemnation allowance or award or judgment relating thereto, allowed or awarded to the Landlord or Tenant and any interest thereon ("Condemnation Proceeds") will be paid as provided herein. If the Condemnation results in a taking of a portion of the Premises, the Condemnation Proceeds will be applied in the following order: (i) to pay for the restoration of the affected areas of the Premises and any personal or other property of Tenant, unless the Sublease is terminated, (ii) in reimbursement to Tenant of any amounts paid by it for real estate taxes or special assessments and which are included in the award, if any, constituting part of the award, and (iii) to Landlord and Tenant in proportion of the fee simple interest and subleasehold interest taken or affected by the Condemnation, unless this Sublease is terminated.

In the event a substantial portion or all of the Premises is taken in Condemnation proceedings, or any portion is taken and Tenant, in its reasonable judgment, cannot substantially continue to conduct business in the Premises contemplated under this Sublease, then Tenant may either terminate this Sublease by notice to Tenant or, at its option, retain the Premises. If the Sublease is not terminated, the Condemnation Proceeds for the partial taking will be payable as provided herein. If this Sublease is terminated as a result of such Condemnation, then Condemnation Proceeds shall be used first to the payment of the loss of any fixtures, personal property and moving expenses of Tenant and the loss of Tenant's subleasehold estate in connection with the Condemnation and the balance to the Landlord.

In the event that any portion of the Premises are taken or adversely affected by a Condemnation Proceeding, then Landlord to the extent reasonably practicable, and weather permitting, shall restore that portion of the Premises taken or adversely affected by the Condemnation, unless Tenant elects to terminate this Sublease as provided herein. All restoration work shall be done in a diligent and good and workmanlike manner and shall be completed no later than sixty days after the occurrence of the Condemnation. If Tenant cannot operate its business in the Premises as a result of a Condemnation, and does not elect to terminate this Sublease, then a proportionate allowance shall be made to Tenant for the rent corresponding to the time during which, and to the part of the Premises of which, Tenant is so deprived on account of such taking and restoration

25. DAMAGE OR DESTRUCTION.

A. Tenant shall give prompt notice to Landlord in case of fire or accidents in or near the Premises.

B. If the Premises are partially damaged by fire or other casualty, Landlord shall repair such damage at its cost, subject to Tenant's option contained in subsection C of this Section, and rent, CAM Charges and all other sums payable by Tenant shall be abated according to the part of the Premises which remains unusable by Tenant until such repairs are completed. Landlord's obligation will be to restore the Premises to the condition prior to the completion of the Tenant Improvements and Tenant shall be obligated to restore the Tenant Improvements.

C. If the Premises are substantially or totally destroyed, or if the Premises are damaged so extensively that they cannot, in Tenant's opinion, be repaired within 30 days after commencement of such repairs, then Tenant may, at its option, within 30 days after such damage or destruction give Landlord written notice thereof and this Sublease shall thereupon be canceled effective as of the date of the occurrence of such damage or destruction, or Tenant may elect to repair and rebuild, in which event this

Sublease shall remain in effect and rent, CAM Charges and all other sums payable by Tenant shall be abated in proportion to the part of the Premises which are unusable by Tenant.

D. If any damage referred to in this Section is due in whole or in part to the act, neglect, fault or omission of Tenant, there shall be no abatement of rent.

26. INTENTIONALLY DELETED.

27. ASSIGNMENT AND SUBLETTING. Tenant shall not transfer, assign, delegate, mortgage or hypothecate this Sublease, in whole or in part, or permit the use of the Premises by any person or persons not authorized by this Sublease, or sublet the Premises, or any part thereof, without the prior written consent of Landlord in each instance, which consent shall not be unreasonably withheld, conditioned or delayed; provided, however, that Tenant shall have the right to assign this Sublease or sublease the Premises without Landlord's consent to any entity which controls, is controlled by or under common control with Tenant or any affiliate or in connection with a merger, acquisition, consolidation, reorganization or affiliation. The use by any assignee or subtenant shall comply with this Sublease in all respects. Any assignment, encumbrance or sublease contrary to the provisions of this Section shall be null and void and constitute a breach by Tenant of this Sublease.

28. BREACH. DEFAULT AND REMEDIES.

A. TENANT DEFAULT. If one or more of the following events (sometimes called "**Events of Default**") will happen and be continuing:

(i). Tenant defaults in the payment of Rent or any other sums provided to be paid hereunder and such default continues for ten (10) days after Landlord has given Tenant written notice thereof; or

(ii). Tenant defaults in observance or performance of any other covenant, condition, agreement or provision hereof and Tenant fails to remedy such default within thirty (30) days after notice thereof from Landlord to Tenant specifying the nature of the default (or, in the event the default cannot be cured within such period, Tenant will fail to initiate action to remedy such default within said period and to prosecute the same to completion with due diligence).

(iii). Then, Landlord may enforce the provisions of this Sublease and enforce and protect the right of Landlord hereunder by a suit or suits in equity or at law for the specific performance of any covenant or agreement contained herein or for the enforcement of any other appropriate legal or equitable remedy. Landlord may in addition to any other remedy it may have under law or equity at its option terminate this Sublease or reenter and retake possession, with or without terminating the Sublease. In the case of reentry and repossession, Landlord shall give Tenant reasonable notification so that arrangements for the removal of property can be made. No remedy herein conferred will be considered exclusive of any other remedy conferred by this Sublease or by law, but all such remedies will be cumulative. Every power and remedy given by this Sublease may be exercised from time to time and as often as the occasion may arise. No delay or omission of either party to exercise any power, right or remedy will impair any such power, right or remedy. No waiver of any breach or any covenant, agreement or provision of this Sublease will be construed or held to be a waiver of any other breach, covenant, agreement or provision by either party. Notwithstanding anything contained herein to the contrary, there shall be no acceleration of the Rent as a result of an event of default by Tenant under this Sublease, provided, however, that Tenant shall remain obligated to pay all Base Rent, Cam Payment and all other amounts due under this Sublease until the date of termination of the Sublease. Landlord shall use commercially reasonable efforts to mitigate its damages in the event of a default by Tenant under this Sublease.

B. LANDLORD DEFAULT. If one or more of the following events will happen and be continuing: (a) Landlord defaults in the payment of any sum payable by it hereunder within thirty (30) days after receipt of notice thereof; or (b) Landlord defaults in the observance or performance of any other covenant, agreement or provision hereof and Landlord fails to remedy such default within thirty (30) days after notice thereof from Tenant to Landlord specifying the nature of the default or, in the event the default cannot be cured within such time period, Landlord will fail to initiate action to remedy such default within said period and to prosecute the same to completion with due diligence; provided, however, Landlord may not be accorded notice or an opportunity to cure if such default materially and adversely interferes with Tenant's conduct of business in the Premises or creates an emergency situation of an impending peril to either property or person. In such event, except as otherwise provided herein, Tenant's sole remedy will be to terminate this Sublease upon written notice to Landlord. Notwithstanding any other provisions of this Sublease, no obligation assumed by or imposed upon Landlord by this Sublease shall require the performance of any act by Landlord, or the payment of any sums by Landlord, except to the extent, if any, that the cost and expense of such performance and/or payment may be paid or reimbursed from the proceeds of funds legally available and provided to Landlord to meet the cost and expense of such performance or payment.

29. NO PARTNERSHIP. Landlord does not by this Sublease, in any way or for any purpose, become a partner or joint venture of Tenant in the conduct of its business or otherwise.

30. FORCE MAJEURE. Tenant and Landlord shall each be excused for the period of any delay in the performance of any obligation hereunder when prevented from doing so by cause or causes beyond that party's control, including labor disputes, civil commotion, war, governmental regulations or controls, fire or other casualty, inability to obtain any material or services, or acts of God.

31. NO WAIVER. Failure of either the Tenant or Landlord to insist upon the strict performance of any provision or to exercise any option hereunder in any one or more instances shall not be deemed a waiver or relinquishment of its right to do so in the future. No provision of this Sublease shall be deemed to have been waived by Tenant or Landlord unless such waiver is in writing.

32. BROKERS. Each party warrants and represents to the other that no broker, finder or other intermediary hired or employed by it is entitled to a commission, finder's fee or other compensation based upon the transaction contemplated by this Sublease and hereby each party (the "Indemnitor") shall indemnify and hold harmless other party from and against any and all liens, demands, liabilities, causes of action, judgments, costs, claims, damages, suits, losses and expenses, or any combination thereof, including attorneys' fees, of any nature, kind or description, caused by or arising out of the claim of any broker, finder or other intermediary alleging to have been employed or hired by the Indemnitor, to a commission, finder's fee or other compensation based upon the transactions contemplated hereby.

33. PROVISIONS BINDING. Except as otherwise provided, all provisions herein shall be binding upon and shall inure to the benefit of the Parties, their representatives, heirs, successors and assigns.

34. NON-DISCRIMINATION. Tenant agrees that the Premises will not be segregated with respect to race, color, religion or national origin; that it will not segregate or discriminate on such grounds with respect to public utilization of or access to the Premises; and that it will comply with all federal laws and regulations that prohibit discrimination in connection with federally funded programs.

35. ENTIRE AGREEMENT. This Sublease, including any exhibits attached hereto, sets forth the entire agreement between the Parties relating to and concerning the Premises. Any prior conversations or writings concerning the Sublease of the Premises are merged herein and extinguished. This Agreement includes Exhibit "A" through Exhibit "D", inclusively, attached hereto and incorporated herein by reference.

36. CAPTIONS AND SECTION NUMBERS. The captions and section numbers appearing herein are inserted only as a matter of convenience and are not intended to define, limit, construe or describe the scope or intent of any section or paragraph.

37. NOTICES. Any notice, demand, request, or other instrument which may be or is required to be given under this Sublease shall be delivered in person or sent by certified mail, return receipt requested, and shall be sent to the following addresses or to such other addresses as the Parties may from time to time designate in writing:

If to the Landlord: City of Las Vegas
Attn: Bill Arent, Director
Economic and Urban Development Dept.
495 S. Main St., 6th Floor
Las Vegas, Nevada 89101

With a copy to: City Attorney's Office:

Attn: John Ridilla, Esq.
495 S. Main St., 6th Floor
Las Vegas, Nevada 89101

If to the Tenant: Tech Impact
Attn: Patrick Callihan, Executive Director
417 N. 8th Street, Suite 203
Philadelphia, PA 19123

38. PARKING. During the term of this Sublease, Tenant along with other tenants of the Project shall be allowed to use available on-site parking for employee and Tenant invitee parking.

39. DISCLOSURE OF PRINCIPALS. Pursuant to Resolution R-105-99 adopted by the City Council of the City of Las Vegas effective November 20, 1999, Tenant has disclosed on the form attached hereto as **Exhibit "D"** all principals, including board members or managers, of Tenant, as well as all persons and entities holding more than one percent (1%) interest in Tenant. Throughout the Term (as defined herein), Tenant shall provide Landlord with written notification of any material change in the above disclosure within thirty (30) days of any such change.

40. ACCESS. Landlord and its agents will have the right to enter the Premises upon 72 hour prior notice to Tenant to examine the condition of same or show the Premises to prospective tenants, or mortgagees, except for secured areas designated by Tenant. Notwithstanding the foregoing, Landlord shall not be required to furnish such notice to Tenant in the case of an emergency situation of impending peril to either person or property.

41. ESTOPPELS. Tenant and Landlord agree to execute and deliver to the other party within fifteen (15) days from receipt of the other party's written request, estoppel certificates in a form acceptable to the requesting party, which certificates shall include information as to this Sublease as required by the requesting party, including, without limitation, whether this Sublease remains in full force and effect and whether Landlord or Tenant is in default of this Sublease.

42. MODIFICATION OR AMENDMENTS. Upon approval of the Sublease by the City Council and after it has been fully executed by signature of all Parties, the Landlord designates the City Manager who shall have the authority to complete and execute any additional documents necessary for the completion of the intent of this contractual obligation during the original term of this Sublease, such as amendments, adjustments to monetary revenue or expenditure not to exceed twenty five thousand dollars (\$25,000.00),

and recordings and filing with the City Clerk's Office. No amendment, change or modification of this Sublease shall be valid unless in writing and signed by both Landlord and Tenant.

43. GOVERNING LAW. The interpretation and enforcement of this Sublease shall be governed in all respects by the laws of the State of Nevada.

44. COUNTERPARTS; ELECTRONIC DELIVERY. This Sublease may be executed in any number of counterparts, each of which shall be an original and all of which shall together constitute one and the same instrument. It shall not be necessary for any counterpart to bear the signature of all Parties hereto. Executed copies hereof may be delivered by facsimile or e-mail, pursuant to NRS 719.240, and upon receipt will be deemed originals and binding upon the Parties hereto, regardless of whether originals are delivered thereafter.

45. MEMORANDUM OF SUBLEASE. Neither this Sublease, nor any memorandum thereof, shall be recorded.

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**HISTORIC FIFTH STREET SCHOOL SUBLEASE AGREEMENT
LAS VEGAS REDEVELOPMENT AGENCY AND TECH IMPACT**

Signature Page

IN WITNESS WHEREOF, the Parties hereto have executed this Sublease as of the day and year first above written.

LAS VEGAS REDEVELOPMENT AGENCY

“Landlord”

By: _____

Carolyn G. Goodman, Chair

Attest:

By: _____

LuAnn D. Holmes, MMC, City Clerk

Approved as to Form:

By: John S. Ridilla 1/15/2020
John S. Ridilla Date
Chief Deputy City Attorney

TECH IMPACT

“Tenant”

By: _____

Printed Name: _____

Title: _____

Date: _____

EXHIBIT "A"

SITE MAP

[SEE ATTACHED]

EXHIBIT A

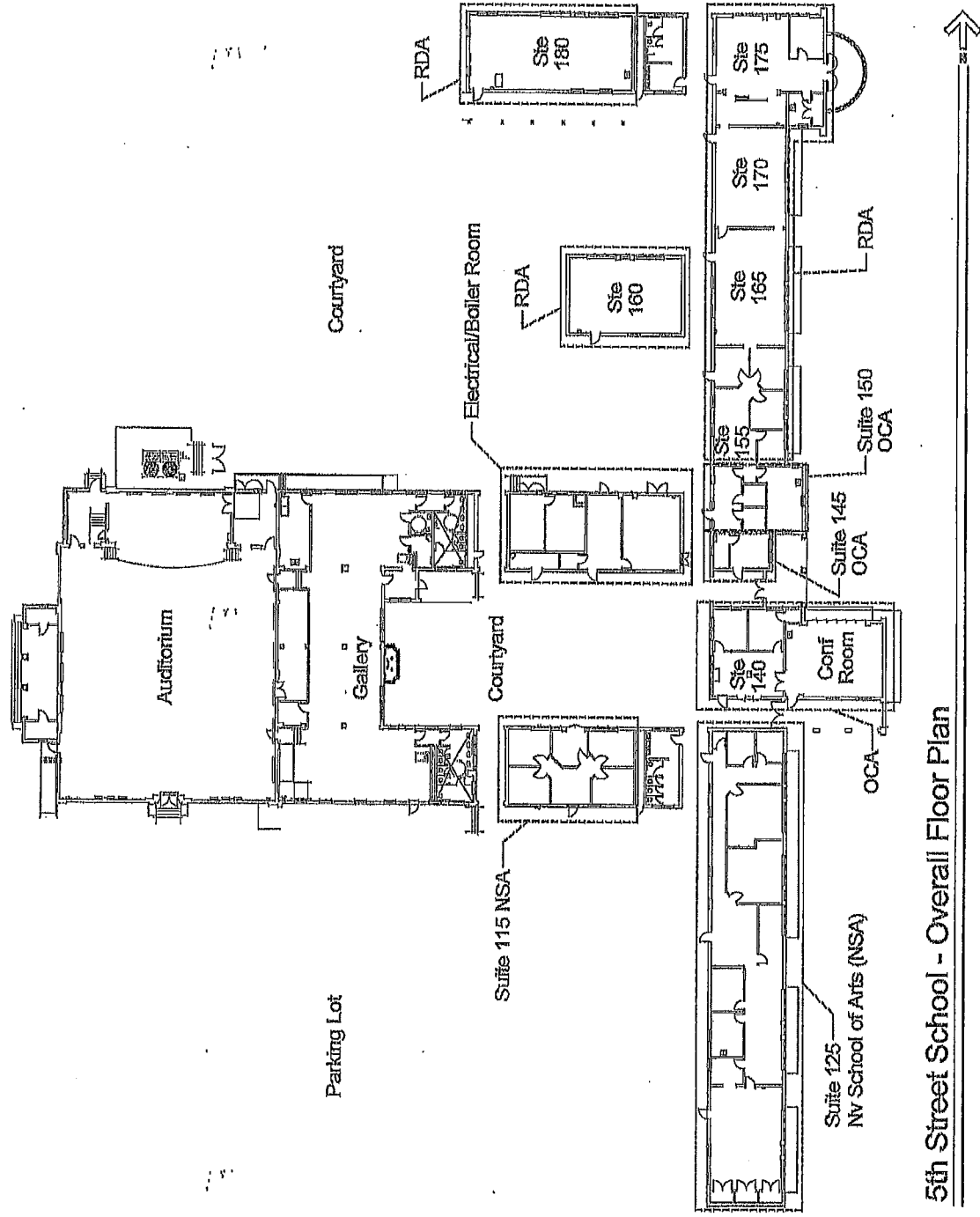
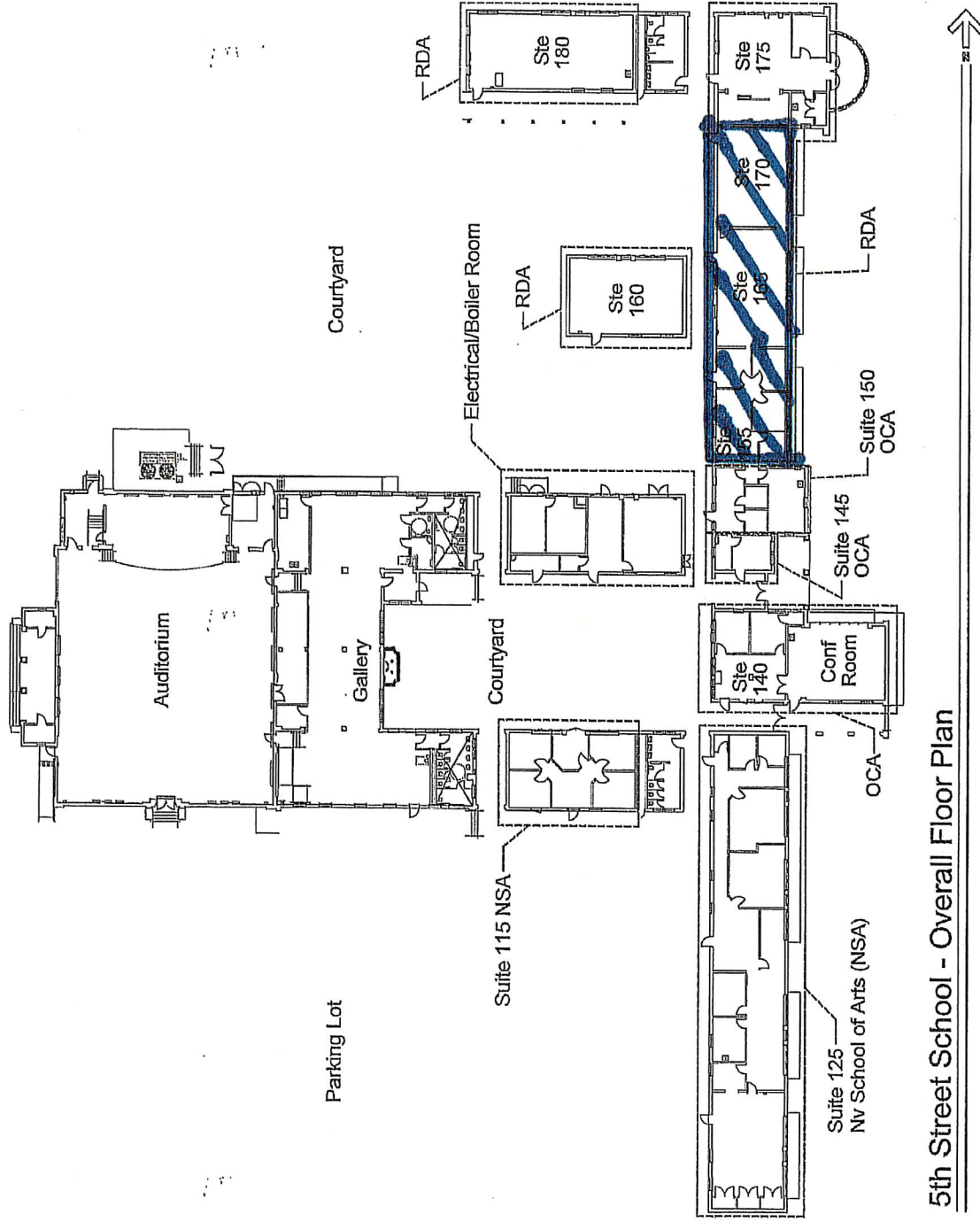


EXHIBIT "B"

PREMISES

[SEE ATTACHED]

EXHIBIT B



5th Street School - Overall Floor Plan

EXHIBIT "C"

Interlocal Agreement for the Lease of the Fifth Street School between City of Las Vegas and
Las Vegas Redevelopment Agency
And
First Amendment to Interlocal

[SEE ATTACHED]

EXHIBIT C

INTERLOCAL AGREEMENT FOR THE LEASE OF THE FIFTH STREET SCHOOL BETWEEN CITY OF LAS VEGAS AND LAS VEGAS REDEVELOPMENT AGENCY

THIS LEASE AGREEMENT ("Lease") is made and entered into by and between the CITY OF LAS VEGAS, a Nevada municipal corporation (the "City" or "Landlord") and the LAS VEGAS REDEVELOPMENT AGENCY, a public body in the State of Nevada (the "RDA" or "Tenant"). Landlord and Tenant are sometimes collectively referred to herein as the "Parties".

This Lease is effective on the date approved by the City and RDA, whichever date is later, as long as the date approved by the second party is within thirty (30) calendar days of the date approved by the first party (the "Effective Date").

RECITALS

WHEREAS, Landlord is the owner of certain improved real property and improvements commonly known as the Historic Fifth Street School located at 401 S. 4th Street, Las Vegas, Nevada, 89101 (the "Premises"); and

WHEREAS, the Tenant desires to lease a portion of the Premises (the "Leased Premises") consisting of Six Thousand One Hundred and Thirty One Square Feet (6,131 SF) as depicted on Exhibit A under the terms, conditions and covenants hereinafter set forth; and

WHEREAS, Landlord desires to lease the Leased Premises to Tenant and Tenant desires to lease the Leased Premises from Landlord in accordance with Nevada law.

NOW, THEREFORE, in consideration of the mutual terms, conditions, and covenants hereinafter set forth, the parties agree as follows:

AGREEMENT

ARTICLE 1 DEMISE OF LEASED PREMISES AND TERM

1.1. PREMISES. Landlord hereby leases to Tenant, and Tenant hereby leases from Landlord, the Leased Premises, subject to the terms, conditions, benefits, and rights hereinafter set forth. The Parties acknowledge that as of the Effective Date, there are two (2) existing tenants in the Premises. The American Institute of Architects (the "AIA") will vacate the portion of the Premises the AIA is occupying by August 1, 2019. The University of Nevada Las Vegas College of Fine Arts ("UNLV") is occupying a portion of the Premises as defined in the lease agreement between the City and UNLV, on file with the City (the "UNLV Lease"). The City will assign the UNLV Lease to the RDA. It is anticipated that UNLV will vacate the portion of the Premises UNLV is occupying by December 31, 2019.

1.2. PRIMARY TERM. Unless earlier terminated in accordance with the terms in this Lease, the Primary Term shall be for a term of one (1) year, commencing on August 1, 2019, (the "Commencement Date") and terminating on the first anniversary of the Commencement Date ("Expiration Date").

1.3. OPTION TERM. At all times during which this Lease is in force and effect, and if Tenant is not in default of this Lease, Tenant may request to extend this Lease for four (4) additional terms of one (1) year each (each, an "Option Term") by giving a written request addressed to the attention of the City Manager at least sixty (60) days prior to the expiration of the Primary Term or any Option Term, and

upon receiving such request, Landlord shall provide written notification of approval or denial of the Option Term within thirty (30) days of receipt of the request.

1.4 **HOLDOVER TERM.** In the event that an Option Term is not exercised or approved at the end of the Primary Term or any Option Term, and if Tenant is not in breach of this Lease, this Lease shall continue on a month-to-month tenancy (the "**Holdover Term**"). With thirty (30) days written notice, either party may terminate this Lease during the Holdover Term. The Holdover Term created by this Article will be subject to all remaining terms and conditions of this Lease.

"**Lease Term**" as used herein refers collectively to the Primary Term, Option Term, if any, and Holdover Term, if any.

1.5. **TERMINATION.** In addition to other termination provisions contained in this Lease, either party may terminate this Lease for any reason by providing thirty (30) days written notice to the other party.

ARTICLE 2

RENT; TAXES

2.1. **PRIMARY TERM RENT.** Tenant agrees to pay to Landlord, at such place as Landlord may designate in writing, without prior demand and without any deduction or off-set whatsoever, except as provided in this Lease, Primary Term Monthly Rent of TWO AND 22/100 DOLLARS (\$2.22) per square foot per month for a total Primary Term Monthly Rent of THIRTEEN THOUSAND SIX HUNDRED TEN AND 82/100 DOLLARS (\$13,610.82). The first Primary Term Monthly Rent payment is due within seven (7) days of the Commencement Date, and Rent throughout the remaining Lease Term due and payable on the first day of each calendar month of any Lease Term.

2.2. **OPTION TERM RENT AND HOLDOVER TERM RENT.** At the end of any Lease Term, the monthly Rent for each succeeding Term shall be increased annually by the Consumer Price Index ("**CPI**") where CPI is the Consumer Price Index for the month preceding such lease anniversary year. As used herein, Consumer Price Index shall mean and refer to that table in the Consumer Price Index published by the United States Department of Labor, Bureau of Labor Statistics, now known as the "*Consumer Price Index*" for all Urban Consumers (Index 1982-1984 = 100). If such Index referred to above shall be discontinued, then any successor Consumer Price Index of the United States Bureau of Labor Statistics, or successor agency thereto, shall be used, and if there is no successor Consumer Price Index, the Parties authorize Landlord's attorney to designate a substitute Index or formula. In no event shall the next lease year rental be less than the prior year.

"**Rent**" as used herein refers collectively to the Primary Term Monthly Rent, Option Term Monthly Rent, if any, and Holdover Term Monthly Rent, if any.

2.3. **TAXES RELATED TO TENANT ACTIVITIES.** Tenant shall pay when due any and all taxes, assessments or fees for which Tenant is liable and which arise directly or indirectly from Tenant's activities on the Leased Premises. Within ten (10) business days of written demand from Landlord, Tenant shall furnish Landlord evidence satisfactory to Landlord of the timely payment of any such tax, assessment or fee.

2.4. **LANDLORD RECEIVES STATEMENT OR BILL.** Whenever Landlord shall receive any statement or bill for any tax, payable in whole or in part by Tenant, or shall otherwise be required to make any payment on account thereof, Tenant shall pay the amount due hereunder within ten (10) business days after written demand therefor accompanied by delivery to Tenant of a copy of such tax statement.

ARTICLE 3
DELIVERY/ACCEPTANCE AND SURRENDER OF LEASED PREMISES

3.1. **DELIVERY/ACCEPTANCE OF THE LEASED PREMISES.** Upon the Commencement Date, Landlord shall deliver to Tenant, and Tenant shall accept from Landlord, possession of the Leased Premises, including fixtures. Tenant acknowledges and agrees that it is leasing the Leased Premises based solely upon Tenant's inspection and investigation of the Leased Premises and all documents related thereto, or its opportunity to do so, and except for Landlord's covenants, representations and warranties otherwise expressly set forth in this Lease, Tenant is leasing the Leased Premises in an "*AS IS, WHERE IS*" condition, without relying upon any representations or warranties, express, implied or statutory, of any kind. Without limiting the above, Tenant acknowledges that, except as otherwise expressly set forth in this Lease, neither Landlord, nor any other party has made any representations or warranties, express or implied, on which Tenant is relying as to any matters, directly or indirectly, concerning the Leased Premises including, but not limited to, the Existing Building Improvements and infrastructure, if any, development rights, expenses associated with the Leased Premises, taxes, assessments, bonds, utilities, soil, subsoil, drainage, environmental or building laws, rules or regulations, or Hazardous Materials or any other matters affecting or relating to the Leased Premises.

3.2. **SURRENDER OF LEASED PREMISES.** At the expiration of any Lease Term or the earlier termination of this Lease, Tenant will surrender possession of the Leased Premises and deliver the same to Landlord in good order, condition and repair, ordinary wear and tear, casualty, condemnation, and acts of God excepted, in each case shall automatically vest in, revert to (as applicable) and become the property of Landlord, in each case free and clear of all liens or encumbrances, but without any other representation or warranty by Tenant and without any compensation to, or requirement of consent or other act of Tenant and without the necessity of executing a deed, bill of sale, conveyance, or other act or agreement of Tenant. Upon the expiration or earlier termination of this Lease, Tenant shall have no right to remove any fixtures from the Leased Premises without the express written consent of Landlord. In the event Tenant does not surrender possession of the Leased Premises to Landlord as provided above, Landlord shall use all means to evict Tenant from the Leased Premises.

Any improvements installed by Tenant, including without limitation, trade fixtures, furniture, furnishings or other property that are permanently affixed to the Leased Premises shall not be removed by Tenant upon the termination of this Lease and shall automatically become the property of Landlord.

All of Tenant's trade fixtures, furniture, furnishings, and other personal property not permanently affixed to the Leased Premises (collectively referred to as "**Tenant's Personal Property**") shall be and remain the property of Tenant during the Lease Term. During the Lease Term, Tenant shall have the right to remove or dispose of any or all of Tenant's Personal Property, though Tenant shall repair any damage caused to the Leased Premises resulting from such removal; provided, however, that at all times Tenant shall provide and maintain during the entire Lease Term such Tenant's Personal Property as necessary in order to operate the Leased Premises in accordance with the terms of this Lease.

ARTICLE 4
USE AND OPERATIONS OF LEASED PREMISES

4.1. **NEW IMPROVEMENTS.** Tenants shall have no right to install any improvements to the Leased Premises without the prior written approval of Landlord, and in Landlord's sole discretion. Tenant acknowledges that any improvements installed by Tenant shall comply with all applicable laws, codes, and regulation, including any special requirements that may result from the historical character of the Premises.

4.2. LANDLORD'S INSPECTION. With reasonable prior notice and compliance with any safety conditions or requirements of Tenant or its contractors, the construction of the Tenant's improvements shall be subject to reasonable inspection by the Landlord to ensure compliance with the terms and conditions of this Agreement, provided, however, the Landlord shall indemnify, defend, and hold harmless the Tenant in connection with any such inspection.

By entering this Agreement, the Landlord is not acting in any regulatory capacity, and the design and construction of Tenant's improvements is subject to review and approval by, without limitation, the City's Building and Public Works departments.

~~4.3. TENANT'S AND COVENANT TO OPERATE LEASED PREMISES.~~ Tenant shall use the Leased Premises solely for the purpose of conducting its business, which is expressly limited to Tenant's operations as the Redevelopment Agency. Tenant shall not use or permit the Leased Premises to be used for any other purpose or purposes except as otherwise provided herein without the prior written consent of the City Manager. Tenant covenants the Leased Premises will be continually operated as administrative offices and other uses directly related to Tenant's operations as a Redevelopment Agency. Additional uses not contemplated herein are subject to the review and approval by the City Manager, which may be withheld in the City Manager's sole discretion. Tenant agrees that the abandonment of the Leased Premises by Tenant, defined as continuous non-use of the Leased Premises for a period of more than thirty (30) calendar days shall constitute a Tenant Event of Default under this Lease.

Landlord acknowledges that Tenant may sub-let or license the use of a portion of the Leased Premises to third parties pursuant to Section 5 hereof.

4.4. PROHIBITION ON LIENS. Tenant shall pay when due all claims for labor and material furnished to the Leased Premises other than any claims caused by or for the benefit of Landlord. Tenant shall give Landlord at least thirty (30) days prior written notice of the commencement of any work on the Leased Premises by Tenant or on its behalf. Landlord may elect to record and post notices of non-responsibility on the Leased Premises. Tenant will not permit to be created or to remain undischarged any lien, encumbrance or other charge arising out of any work done or materials or supplies furnished by any contractor, subcontractor, mechanic, laborer or materialman or any mortgage, conditional sale, security agreement or chattel mortgage, or otherwise by or for Tenant which might be or become a lien or encumbrance or other charge (collectively a "Charge") against or upon the Leased Premises or any part thereof. If any Charge by a person engaged by Tenant or Tenant's contractor to work on the Leased Premises shall be filed against or upon the Leased Premises or any part thereof, Tenant shall within thirty (30) days after demand from Landlord cause the same to be discharged of record by payment, deposit, bond, order of a court of competent jurisdiction or otherwise. If Tenant shall fail to cause any Charge to be discharged within the period aforesaid, then, in addition to any other right or remedy it may have, Landlord may, but shall not be obligated to, discharge the same by payment, deposit or by bonding proceedings. Any amount so paid by Landlord and all interest, costs and expenses, including reasonable attorneys' fees, incurred by Landlord in connection therewith shall constitute additional rent payable by Tenant under the Lease and shall be paid by Tenant to Landlord promptly upon demand. No work which Landlord permits Tenant to do shall be deemed to be for the immediate use and benefit of Landlord and no Charge shall be allowed against the estate, right, title or interests of Landlord by reason of any consent given by Landlord to Tenant to do work in or about the Leased Premises or provide materials therefore.

Notwithstanding the foregoing, Tenant may in good faith, by appropriate proceedings and upon notice to Landlord, contest the validity, applicability or amount of any Charge so long as (i) such contest is diligently pursued, and (ii) Landlord reasonably determines that such contest suspends the obligation to pay the Charge and that nonpayment of such Charge will not result in the sale, loss, forfeiture or diminution of the Leased Premises or any part thereof or any interest of Landlord therein; provided,

however, that Tenant shall promptly cause to be paid any amount adjudged by a court of competent jurisdiction to be due, with all interest, costs and penalties thereon, promptly after such judgment becomes final; and provided, further, that in any event each such contest shall be concluded, the Charge shall be paid prior to the date any writ or order is issued under which the Leased Premises may be sold, lost or forfeited.

4.5. MAINTENANCE OF THE LEASED PREMISES.

A. Landlord shall be responsible for maintenance of the Leased Premises and shall have the obligation to repair all components of the electrical, mechanical, plumbing, heating, air conditioning and ventilation systems which serve the Leased Premises; the foundations, exterior structural walls and structural roof of the Leased Premises; windows, doors, plate glass or the interior surfaces of exterior walls of the Leased Premises.

B. Tenant shall keep the Leased Premises in a clean, neat, and orderly condition, free of objectionable noise, odors, or nuisances and will in all respects and at all times fully comply with health, safety, and police regulations, including all laws, regulations, statutes, or codes concerning the use, storage, or maintenance of Hazardous Materials on the Leased Premises. Tenant shall further not suffer or permit any person to commit any waste on the Leased Premises.

Landlord shall provide all maintenance including but not limited to landscaping, pest control, air filter replacement, fire extinguisher maintenance and inspection, and fire suppression maintenance and inspections for the Leased Premises. Landlord's failure to maintain the Leased Premises shall constitute an Event of Default by Landlord.

4.6. UTILITIES. Tenant shall be responsible for Twenty Two percent (22%) as the proportionate share (based on square footage of the Leased Premises relative to the Premises) of the gas, electric, landscape maintenance, internet, water, sewer, trash, and janitorial services provided to the Leased Premises by Landlord (collectively, the "Utility and Maintenance Costs"). Landlord shall invoice Tenant monthly for the Utility and Maintenance Costs, due and payable within thirty (30) days of receipt of said invoice.

4.7. COMPLIANCE WITH THE LAW. Landlord and Tenant shall not use or knowingly permit any person to use all or any portion of the Leased Premises in any manner which violates any laws, ordinances, or regulations of the United States; the State of Nevada; Clark County, Nevada; or City of Las Vegas, Nevada; or any other government authority having jurisdiction over the Leased Premises.

4.8. ENVIRONMENTAL CONDITIONS.

A. NO HAZARDOUS SUBSTANCES. Tenant shall not have any liability whatsoever under this Lease to Landlord for any Hazardous Substances generated, stored, manufactured, produced, released, spilled, present, located, discharged or disposed of on, under, beneath, or within the soil, subsurface, surface water, or ground water of the Leased Premises prior to or as of the Commencement Date. After the Commencement Date, Tenant shall not use the Leased Premises, or permit any entity or person to use the Leased Premises, for the generation, storage, manufacture, production, releasing, discharge, or disposal of any Hazardous Substances; provided, however, Tenant shall be permitted to store, use and dispose of Hazardous Substances (a) to the extent packaged and contained in cleaning or office products for consumer use in quantities for ordinary day-to-day use, and (b) to the extent customarily used in museums with regards to the exhibits located or held therein from time to time. If Tenant knows, or has reasonable cause to believe, that Hazardous Substances have come to be located in, on, under or about the Leased Premises during the Lease Term, Tenant shall promptly give Landlord written notice thereof, together with a copy of any statement, report, notice, registration, application,

permit, license, claim, action, or proceeding given to, or received from, any Governmental Authority or private party concerning the presence, spill, release, discharge of, or exposure to, Hazardous Substances including but not limited to all such documents as may be involved in any reportable use involving the Leased Premises during the Lease Term. If any Hazardous Substances, other than Known Hazardous Substances, are present in or about the Leased Premises during the Lease Term, Landlord shall have the right upon twenty-four (24) hour advance written notice to Tenant to engage a consultant to inspect the Leased Premises and to review Tenant's use of Hazardous Substances and all of Tenant's practices with respect to its use of such Hazardous Substances. Tenant shall cooperate in all respects with such inspections and reviews. All reasonable costs of such consultants shall be reimbursed to Landlord within fifteen (15) days of written demand therefor by Landlord. No termination, cancellation, or release agreement entered into by Landlord and Tenant shall release Tenant from its obligations under this Article, unless specifically so provided in such agreement.

B. ENVIRONMENTAL INDEMNITY. Tenant shall have no indemnification obligation in connection with any Hazardous Substances generated, stored, manufactured, produced, released, spilled, present, located, discharged or disposed of on, under, beneath, or within the soil, subsurface, surface water, or ground water of the Leased Premises prior to or as of the Commencement Date. Tenant shall indemnify, protect, defend and hold Landlord, its Mayor, Council Members, officers, employees and agents, and the Leased Premises, harmless from and against any and all damages, liabilities, judgments, costs, claims, liens, expenses, penalties, loss of permits and attorneys' and consultants' fees arising out of or otherwise involving: (i) Tenant's failure to use or occupy the Leased Premises in a manner consistent with Applicable Environmental Guidance; or (ii) any Hazardous Substances brought onto the Leased Premises by or for Tenant or by anyone under Tenant's control after the Commencement Date and during the Lease Term ("Covered Hazardous Substances"). Tenant's indemnification obligations under this Article shall include, but not be limited to, the effects of any contamination or injury to person, property or the environment created or suffered by Tenant during the Lease Term, and the cost of investigation (including reasonable consultants' and attorneys' fees and testing), removal, remediation and/or abatement of any Covered Hazardous Substances. No termination, cancellation or release agreement entered into by Landlord and Tenant shall release Tenant from its obligations under this Article, unless specifically so provided in such agreement. Tenant's indemnity obligations provided in this Article shall include, without in any way limiting the foregoing:

(1). All reasonable costs, expenses and attorneys' fees incurred or sustained by any party in making any investigation on account of any claim, demand, loss, liability, cost, charge, suit, order, judgment or adjudication, in prosecuting or defending any action brought in connection therewith, in obtaining or seeking to obtain a release therefrom and in enforcing any of the agreements herein contained;

(2). Liability for required costs and expenses of abatement, correction or clean-up, fines, damages, response costs or penalties pursuant to the provisions of any Applicable Laws or Environmental Laws; and

(3). Liability for personal injury or Leased Premises damage arising under any statutory or common-law tort theory, including, without limitation, damages assessed for the maintenance of a public or private nuisance, or for the carrying on of an abnormally dangerous activity, and response costs.

Tenant's environmental indemnity obligations in this Article shall survive termination of this Lease.

ARTICLE 5
ASSIGNMENT AND SUBLETTING

5.1. **ASSIGNMENT PROHIBITED.** With the exception of short-term sublease as defined in this Article, Tenant shall not transfer or assign this Lease, in whole or in part, or permit the use of the Leased Premises by any person or persons other than Tenant, or sublet the Leased Premises, or any part thereof, without the prior written consent of Landlord in each instance. Such prohibition against assigning or subletting shall include any assignment or subletting by operation of law. Any transfer of this Lease from Tenant by merger, consolidation, transfer of assets, or liquidation shall constitute an assignment for purposes of this Lease.

5.2. **CONSENT REQUIRED.** Any assignment or subletting without Landlord's consent, in its sole discretion, shall be void, and shall constitute a default hereunder which, at the option of Landlord, shall result in the termination of this Lease or exercise of Landlord's other remedies hereunder. Consent to any assignment or subletting shall not operate as a waiver of the necessity for consent to any subsequent assignment or subletting, and the terms of such consent shall be binding upon any person holding by, under or through Tenant.

5.3. **SHORT-TERM SUBLEASE/LICENSE.** Landlord approval shall not be required for a short term sublease, defined as a sublease that is less than one (1) calendar year in duration and for less than fifty percent (50%) of the square feet of the Leased Premises. Any short-term sublessee shall agree that it shall be bound by each and every covenant, term and condition that are applicable to Tenant contained in this Lease, and that it shall perform promptly as and when due all said covenants, terms and conditions. Tenant shall notify Landlord of any sublease of the Leased Premises, including the identity of the subtenant and the terms and conditions of the sublease.

ARTICLE 6
LEASEHOLD ENCUMBRANCES

6.1. **NON-SUBORDINATION.** The fee estate in the Property and Landlord's interest under this Lease shall not be subordinate to, and Landlord shall not be required to subject its fee estate and interest in the Leased Premises or this Lease, to the lien of any financing or mortgage sought or obtained by Tenant, including, without limitation, any leasehold mortgage.

6.2. **NO RIGHT TO ENCUMBER.** Tenant has no right to hypothecate, pledge, encumber or mortgage its interest in this Lease, the leasehold estate in the Leased Premises created hereby, or any part or parts thereof or interest therein.

ARTICLE 7
INDEMNIFICATION

7.1. **INDEMNITY.**

A. Tenant shall indemnify and hold harmless Landlord and its Mayor, Council Members, officers, employees and agents of Landlord (collectively, the "Landlord Parties") from and against all claims, losses, damages, expenses (including reasonable attorneys' fees), penalties and charges (collectively the "Losses") arising from or in connection with any of the following during the Lease Term (i) Tenant's use of the Leased Premises, or (ii) the conduct of Tenant's business, or (iii) any activity, work or things done, permitted or suffered by Tenant in or about the Leased Premises. Tenant shall further indemnify and hold harmless Landlord from and against any and all Losses arising from any default in the performance of any obligation on Tenant's part to be performed under the terms of this Lease, or arising

from any negligence of Tenant, or any of Tenant's agents, contractors, or employees during the Lease Term, and from and against all Losses incurred in the defense of any such claim or any action or proceeding brought thereon. If any action or proceeding be brought against Landlord by reason of any such claim, Tenant, upon notice from Landlord, shall defend the same at Tenant's expense by legal counsel reasonably satisfactory to Landlord. Tenant, as a material part of its consideration to Landlord, hereby assumes all risk of damage to property or injury to persons in or upon the Leased Premises arising from any cause during the Lease Term and Tenant hereby waives all claims in respect thereof against Landlord. Tenant's indemnity is not intended to nor shall it relieve any insurance carrier of its obligations under policies required to be carried by Tenant pursuant to the provisions of this Lease. Tenant's obligations under this Article shall survive any termination of this Lease. The Parties hereto understand and agree that neither this Article nor any other provision of this Lease shall constitute a waiver by Tenant of any protection it has against liabilities or damages or any limitations thereon under Chapter 41 of NRS or other protections or limitations that arise by virtue of Tenant's status as a political body of the State of Nevada, and that Tenant's indemnifications hereunder are limited by and subject to Chapter 41 of NRS

B. The Landlord Parties shall not be liable for any and all Losses arising from or in connection with any damage or injury to the person, business (or any loss of income therefrom), goods, wares, merchandise or other property of Tenant, Tenant, its board members, officers, employees, agents, volunteers, invitees, customers, or any other person in or about the Leased Premises, or any other person claiming under Tenant whether such damage or injury is caused by or results from: (a) fire, steam, electricity, water, gas or rain; (b) the breakage, leakage, obstruction or other defects of pipes, sprinklers, wires, appliances, plumbing, air conditioning or lighting fixtures or any other cause; (c) the failure, delay or diminution in the quality or quantity of any utilities or services supplied to the Leased Premises, (d) inconvenience or annoyance arising from the necessity of repairing any portion of the Leased Premises; (e) the interruption for any reason in the use of the Leased Premises; (f) the destruction of the Leased Premises; or (g) any conditions arising in or about the Leased Premises, or from other sources or places, nor shall any of the same be construed as an eviction of Tenant, nor work an abatement of Rent, nor relieve Tenant from any obligation under this Lease. Without limiting the foregoing, the Landlord Parties shall not be liable for any and all Losses arising from or in connection with the following: (i) any defect or shortcoming in or failure of plumbing, heating or air conditioning or ventilation systems, elevators, electric wiring or installation thereof, water pipes, stairs, railings or walks; (ii) any equipment or appurtenances becoming out of repair; (iii) the bursting, leaking or running of any tubing, radiant panel, fire sprinkler system, electric fixture, valve, fitting, tank, washstand, water closet, waste pipe, drain or other pipe or tank or any other water and/or moisture related release and/or condition and all consequences and/or conditions relating from same, upon or about the Leased Premises; (iv) the backing up of any sewer pipe or downspout; (v) the escape of steam, hot or cold water; (vi) water, snow or ice being upon or coming through the roof of the Leased Premises or any other place upon or near the Leased Premises; (vii) the failing of any fixture, brick, plaster or stucco; (viii) broken glass; (ix) any act or omission of cotenants or other occupants of the Leased Premises; or (x) any act or omission of the Parties (other than Landlord or the Landlord Parties) nor, unless otherwise permitted under this Lease, shall any of the foregoing work an abatement of Rent, nor relieve Tenant from any obligation under this Lease. Landlord shall not be liable for any such damage or injury even though the cause of or the means of repairing such damage or injury are not accessible to Tenant. Tenant shall have no rights whatsoever to offset or deduct against any Rent or any other sums due Landlord under the Lease for any reason whatsoever, including Landlord's default.

C. Indemnity Limitation. Notwithstanding anything in this Lease to the contrary, Landlord shall be liable for, and Tenant shall not be obligated to indemnify and hold the Landlord Parties harmless from and against, any Losses arising from or in connection with any of the foregoing arising prior to the

Commencement Date or by reason of any act, omission or negligence of any of the Landlord Parties.

D. Landlord Indemnification Obligations. Tenant and its Tenant, its board members, officers, employees, and agents (collectively, the "**Tenant Indemnified Parties**") shall not be liable for, and Landlord shall indemnify and hold the Tenant Indemnified Parties harmless from and against, any Losses arising from or in connection with (i) any act, omission or negligence of Landlord or any of its agents, contractors or employees or (ii) any default in the performance of any obligation on Landlord's part to be performed under the terms of this Lease. The Parties hereto understand and agree that neither this Article nor any other provision of this Lease shall constitute a waiver by Landlord of any protection it has against liabilities or damages or any limitations thereon under Chapter 41 of NRS or other protections or limitations that arise by virtue of Landlord's status as a political subdivision of the State of Nevada, and that Landlord's indemnifications hereunder are limited by and subject to Chapter 41 of NRS. If any action or proceeding be brought against any of the Tenant Parties by reason of any such claim, Landlord, upon notice from Tenant, shall defend the same at Landlord's expense by legal counsel reasonably satisfactory to Tenant. Tenant shall have the right to select independent counsel to defend Tenant pursuant to this Article provided that such independent counsel is approved by Landlord (which approval shall not be unreasonably withheld) and that Tenant pays all costs and fees of such independent counsel. Landlord's obligations under this Article shall survive any termination of this Lease.

ARTICLE 8 INSURANCE

8.1. MAINTAIN INSURANCE POLICIES. Tenant shall, at Tenant's expense, maintain in force and effect on the Leased Premises at all times the following insurance or equivalent self-insurance:

A. Commercial general liability insurance against claims for personal injury, bodily injury, death and Leased Premises damage occurring on, in or about the Leased Premises in amounts not less than TWO MILLION DOLLARS (\$2,000,000) per occurrence and TWO MILLION DOLLARS (\$2,000,000) in the aggregate plus umbrella coverage in an amount not less than TWO MILLION DOLLARS (\$2,000,000). Landlord hereby retains the right to periodically review the amount of said liability insurance being maintained by Tenant and to require an increase in the amount of said liability insurance should Landlord deem an increase to be reasonably prudent under then existing circumstances.

B. When required by Applicable Laws, Worker's Compensation and Employer's Liability Insurance covering all persons subject to the workers' compensation laws of the state of Nevada.

8.2. NO PROHIBITED ITEMS OR USE. Tenant agrees that it will not keep, use, sell or offer for sale in or upon the Leased Premises any article or permit any activity which may be prohibited by any standard form of insurance policy or conduct or permit the conduct of any use which violates the terms and conditions of any insurance policy required to be maintained pursuant to this Lease.

8.3. Tenant's Personal Property and fixtures belonging to Tenant shall be placed and remain on the Leased Premises at Tenant's sole risk. Tenant may at its sole discretion keep in force commercial property insurance covering Tenant's Personal Property in the Leased Premises for its full replacement cost against loss or damage by perils covered by Causes of Loss – Special Form Insurance (Commercial Property Coverage Form ISO CP 10 30) or its equivalent, or Tenant will assume the risk of loss of its personal property caused by such perils.

8.4. If Tenant sub-lets or licenses the use of the Leased Premises to a third party, the third party shall provide equivalent insurance as required in this Article.

ARTICLE 9
DAMAGE OR DESTRUCTION OF LEASED PREMISES; CONDEMNATION

9.1. Any damage or destruction to the Leased Premises that is not a result of the negligence or willful misconduct of Tenant shall be promptly repaired by Landlord. If the damage or destruction make the Leased Premises uninhabitable for the Tenant's use contemplated in this Lease, Tenant may terminate this Lease immediately with no further obligation of Tenant.

B. Landlord and Tenant agree that any insurance proceeds payable in connection with damage or destruction of the Leased Premises shall be payable directly to Landlord. Repairs to the Leased Premises shall be at performed by the Landlord at Landlord's sole discretion.

9.2. CONDEMNATION. Should the whole or any part of the Leased Premises be condemned or taken by a competent condemning authority for any public or quasi-public purpose, Tenant and Landlord shall each be entitled to seek recovery of condemnation proceeds for their respective interests in the applicable portion of the Leased Premises, and any fixtures, equipment, or personal property that is taken by the condemning authority. For purposes of this Article, a deed granted in lieu of condemnation shall be deemed a taking. If the whole of the Leased Premises is condemned or taken, then this Lease shall terminate upon the taking of physical occupancy by the condemning authority. If the whole of the Leased Premises is condemned or taken, then this Lease shall terminate as to such Leased Premises. If a part of either the Leased Premises is taken which materially interferes with Tenant's use of the Leased Premises, as applicable, Tenant shall have the option to terminate this Lease with respect to Leased Premises, as applicable, by notifying Landlord of such election in writing within sixty (60) days after such taking. In no event shall a taking terminate this Lease without such notification. If such partial taking does not result in termination of this Lease in its entirety, this Lease shall continue in full force and effect.

ARTICLE 10
DEFAULTS BY TENANT; REMEDIES

10.1. TENANT'S DEFAULT. Each of the following events shall be deemed to be events of default by Tenant under this Lease (each, a "**Tenant Event of Default**" and collectively, "**Tenant Events of Default**"):

A. Tenant fails to pay when or before due any sum of money required to be paid by Tenant under this Lease and such failure continues for thirty (30) days after written notice thereof from Landlord;

B. Except as provided in paragraph (c) next below, Tenant fails to perform or comply with any other term, covenant or condition of this Lease on the part of Tenant to be kept and performed and such default continues for thirty (30) days after written notice thereof from Landlord to Tenant; provided, however, that if the failure complained of in such notice is of such a nature that the same can be rectified or cured, but cannot with reasonable diligence be done within said thirty (30) day period, then such failure shall be deemed to be rectified or cured if Tenant shall, within said thirty (30) day period, commence to rectify and cure the same and shall thereafter complete such rectification and cure with all due diligence but in no event later than one hundred eighty (180) days after such written notice;

C. Tenant makes a representation or warranty in this Lease, or in any certificate, demand, or request made under this Lease, that proves to be incorrect, at any time during the Lease Term, in any material respect and, to the extent the same is susceptible to being cured, such representation or warranty remains incorrect for a period of thirty (30) days after written notice thereof by Landlord to Tenant; provided that if such incorrect representation or warranty complained of in such notice is of such a nature that the same can be rectified or cured, but cannot with reasonable diligence be done within such 30-day

period, then such incorrect representation or warranty shall be deemed to be rectified or cured if Tenant shall, within such 30-day period, commence to rectify and cure the same and shall thereafter complete such rectification and cure with all due diligence;

D. There is filed any petition in bankruptcy by or against Tenant, which petition is not dismissed within ninety (90) days of its filing, or there is appointed a receiver or trustee to take possession of Tenant or of all or substantially all of the assets of Tenant, or there is a general assignment by Tenant for the benefit of creditors, or any action is taken by or against Tenant under any state or federal insolvency or bankruptcy act, or any similar law now or hereafter in effect, including, without limitation, the filing of execution or attachment against Tenant and such levy continues in effect for a period of sixty (60) calendar days; and

E. If Tenant abandons or vacates the Leased Premises for thirty (30) consecutive days of continuous non-use or fails to operate the Leased Premises for the purposes contemplated in this Lease for ninety (90) consecutive days, and such conditions are not caused by the Leased Premises being Damaged or condemned or due to any situation contemplated by Article 13.4.

10.2. REMEDIES. Upon the occurrence of any Tenant Event of Default, Landlord shall, in addition to any other rights or remedies provided for herein or at law or in equity, have the option to pursue any one or more of the following remedies without notice or demand whatsoever:

A. Terminate Tenant's right to possession of the Leased Premises by any lawful means, in which case this Lease shall terminate and Tenant shall immediately surrender possession of the Leased Premises to Landlord, or, if permitted by Applicable Laws, Landlord shall have the right to effect a lock out of Tenant from the Leased Premises, in which event Tenant hereby releases Landlord from any and all damages including, but not limited to, damages related to interruption of Tenant's business.

B. Pursuant to its rights of re-entry, Landlord may, but shall not be obligated to (i) remove all persons from the Leased Premises, and (ii) enforce any rights Landlord may have against said Leased Premises or store any personal property remaining in the Leased Premises in any warehouse or elsewhere at the cost and for the account of Tenant. Tenant agrees to hold Landlord free and harmless of any liability whatsoever for the removal and/or storage of any such Leased Premises, whether of Tenant or any third party whomsoever;

C. Landlord may, without being obligated and without waiving the Tenant Event of Default, cure the Tenant Event of Default, whereupon Tenant shall pay to Landlord, upon demand, all costs, expenses, and disbursements incurred by Landlord to cure the Tenant Event of Default. Landlord shall be permitted to offset said costs, expenses, and disbursements incurred by Landlord against any amounts due or becoming due by Landlord to Tenant under this Lease;

D. In addition, Landlord shall have all other remedies available to Landlord.

10.3. TERMINATION REQUIRES SPECIFIC NOTICE. Anything contained herein to the contrary notwithstanding, Landlord shall not be deemed to have terminated this Lease or the liability of Tenant to pay any Rent or other sum of money accruing hereunder, by any re-entry pursuant to Article 11.2.A and 11.2.B, or by any action in unlawful detainer or otherwise to obtain possession of the Leased Premises, unless Landlord shall specifically notify Tenant in writing that it has so elected to terminate this Lease.

10.4. REMEDIES CUMULATIVE. The various rights, options, elections and remedies of Landlord contained in this Lease shall be cumulative and no one of them shall be construed as exclusive of any other, or of any right, priority or remedy allowed or provided for by law or in equity.

10.5. NO WAIVER. The waiver by Landlord of any breach of this Lease by Tenant shall not be a waiver of any preceding or subsequent breach of this Lease by Tenant. The subsequent acceptance of Rent or any other payment hereunder by Landlord shall not be construed to be a waiver of any preceding breach of this Lease by Tenant. No payment by Tenant or receipt by Landlord of a lesser amount than the Rent herein provided shall be deemed to be other than on account of the earliest Rent due and payable hereunder.

10.6. LEGAL PROCEEDINGS. Tenant shall reimburse Landlord, upon demand, for any costs or expenses incurred by Landlord in connection with (i) any Tenant Event of Default, whether or not suit is commenced or judgment entered or (ii) necessary to protect Landlord's interest under this Lease in a bankruptcy proceeding, or other proceeding under Title 11 of the United States Code, as amended. Such costs shall include legal fees and costs incurred for the negotiation of a settlement, enforcement of rights or otherwise. Furthermore, if any action for a Tenant Event of Default or to enforce the provisions of this Lease is commenced, the court in such action shall award to the party in whose favor a judgment is entered, a reasonable sum as attorneys' fees and costs. Such attorneys' fees and costs shall be paid by the losing party in such action.

ARTICLE 11 LANDLORD'S DEFAULT; REMEDIES

11.1. LANDLORD'S DEFAULT. Each of the following events shall be deemed to be events of default by Landlord under this Lease (each, a "Landlord Event of Default", and collectively, "Landlord Events of Default");

A. Landlord fails to pay when or before due any sum of money required to be paid by Landlord under this Lease and such failure continues for thirty (30) days after written notice thereof from Tenant; and

B. Landlord shall fail to perform or comply with any other term, covenant or condition of this Lease on the part of Landlord to be kept and performed and such failure continues for thirty (30) days after written notice thereof from Tenant to Landlord; provided, however, that if the failure complained of in such notice is of such a nature that the same can be rectified or cured, but cannot with reasonable diligence be done within said thirty (30) day period, then such failure shall be deemed to be rectified or cured if Landlord shall, within said thirty (30) day period, commence to rectify and cure the same and shall thereafter complete such rectification and cure with all due diligence; and

C. Landlord makes a representation or warranty in this Lease, or in any certificate, demand, or request made under this Lease, that proves to be incorrect, at any time during the Lease Term, in any material respect and, to the extent the same is susceptible to being cured, such representation or warranty remains incorrect for a period of thirty (30) days after written notice thereof by Tenant to Landlord; provided that if such incorrect representation or warranty complained of in such notice is of such a nature that the same can be rectified or cured, but cannot with reasonable diligence be done within such 30-day period, then such incorrect representation or warranty shall be deemed to be rectified or cured if Landlord shall, within such 30-day period, commence to rectify and cure the same and shall thereafter complete such rectification and cure with all due diligence; and

11.2. TENANT'S REMEDIES. Upon the occurrence of any Landlord Event of Default, Tenant shall, in addition to any other rights or remedies provided for herein or at law or in equity, have the option to pursue any one or more of the following remedies without notice or demand whatsoever:

A. Tenant may, at its election, terminate this Lease by providing notice thereof to Landlord; and

B. Tenant may, without being obligated and without waiving the default, cure the default, whereupon Landlord shall pay to Tenant, upon demand, all costs, expenses, and disbursements incurred by Tenant to cure the default. Tenant shall be permitted to offset said costs, expenses, and disbursements incurred by Tenant against any amounts due or becoming due by Tenant to Landlord under this Lease.

ARTICLE 12 QUIET ENJOYMENT

12.1. Tenant, upon paying the rentals and other payments herein required and upon performance of all of the terms, covenants and conditions of this Lease on its part to be kept, may quietly have, hold and enjoy the Leased Premises during the Lease Term without any disturbance from Landlord or from any other person claiming through Landlord, except as expressly provided otherwise in this Lease.

ARTICLE 13 MISCELLANEOUS

13.1. INCORPORATION OF TERMS. Exhibits referenced herein and attached hereto are incorporated into this Lease by reference and made a part hereof.

13.2. RELATIONSHIP OF THE PARTIES. Nothing contained in this Lease shall be deemed or construed as creating a partnership, joint venture, principal-agent, or employer-employee relationship between Landlord and any other person or entity (including, without limitation, Tenant) or as causing Landlord to be responsible in any way for the debts or obligations of such other person or entity.

13.3. SUCCESSORS AND ASSIGNS. The Parties that all the provisions of this Lease are to be construed as covenants and agreements and, except as otherwise specified, that said provisions shall bind and inure to the benefit of the Parties and their respective heirs, legal representatives, and permitted successors and assigns.

13.4. FORCE MAJEURE. The occurrence of any of the following events shall excuse such obligations of Landlord or Tenant as are thereby rendered impossible or reasonably impracticable for so long as such event continues: strikes; lockouts; labor disputes; acts of God; inability to obtain labor, materials or reasonable substitutes therefor; governmental restrictions, regulations or controls; judicial orders; enemy or hostile governmental action; civil commotion; fire or other casualty; and other causes beyond the reasonable control of the party obligated to perform (excluding financial inability or hardship). Notwithstanding the foregoing, the occurrence of such events shall not excuse Tenant obligations to pay Rent or excuse such obligations as this Lease may otherwise impose on the party to obey, remedy, or avoid such event.

13.5. NO WAIVER. A waiver of any given breach or default shall not be a waiver of any other breach or default. The City's consent to or approval of any act by the Tenant's requiring Landlord's consent or approval shall not be deemed to waive or render unnecessary Landlord's consent to or approval of any subsequent similar act by Tenant.

13.6. NOTICE. All notices required or permitted under this Lease shall be given in writing and shall be deemed effectively given (a) upon personal delivery to the party to be notified, (b) three (3) days after deposit with the United States Post Office, by registered or certified mail, postage prepaid and addressed to the party to be notified at the address for such party, (c) one (1) day after deposit with a nationally recognized air courier service such as FedEx; or (d) an electronic record sent by e-mail pursuant to NRS 719.240. Either party hereto may change its address by giving ten (10) days advance notice to the other party as provided herein. Phone and fax numbers, if listed, are for information only.

To Landlord: Attn: Real Estate Administrator
City of Las Vegas
Department of Operations and Maintenance
333 North Rancho Drive, 8th Floor
Las Vegas, Nevada 89106

with copy to: Attn: City Manager
City of Las Vegas
City Manager's Office
495 S. Main Street, 6th Floor
Las Vegas, NV 89101

with copy to: Attn: City Attorney
City of Las Vegas
City Attorney's Office
495 S. Main Street, 6th Floor
Las Vegas, NV 89101

To Tenant: Attention: Director, Economic and Urban Development
495 South Main Street, 6th Floor
Las Vegas, NV 89101

13.7. RECORDING. Tenant shall not record this Lease or a memorandum thereof without the written consent of Landlord. Landlord, at its option and at any time, may file this Lease for record with the Clark County Recorder's Office in its sole discretion.

13.8. SEVERABILITY. It is agreed that, if any provision of this Lease shall be determined to be void by any court of competent jurisdiction, then such determination shall not affect any other provision of this Lease and all such other provisions shall remain in full force and effect. It is the intention of the parties hereto that, if any provision of this Lease is capable of two (2) constructions, one of which would render the provision void and the other of which would render the provision valid, then the provision shall have the meaning which renders it valid.

13.9. GOVERNING LAW; VENUE; WAIVER OF JURY TRIAL. The laws of the State of Nevada shall govern the validity, construction, performance and effect of this Lease, without giving effect to its conflict of law provisions. Each party hereto consents to, and waives any objection to, Clark County, Nevada as the proper and exclusive venue for any disputes arising out of or relating to this Lease or any alleged breach thereof. Landlord and Tenant hereby waive trial by jury in any action, proceeding or counterclaim brought by either of them against the other on any matters whatsoever arising out of or in any way connected with this Lease, the relationship of Landlord and Tenant, Tenant's use or occupancy of the Leased Premises, and/or any claim of injury or damage.

13.10. ENTIRE AGREEMENT. It is understood that there are no oral or written agreements or representations between the parties hereto affecting this Lease, and that this Lease supersedes and cancels any and all previous negotiations, arrangements, representations, brochures, displays, projections, estimates, agreements and understandings, if any, made by or between Landlord and Tenant with respect to the subject matter thereof, and none shall be used to interpret, construe, supplement or contradict this Lease. This Lease, and all amendments and exhibits thereto, is and shall be considered to be the only agreement between the parties hereto and their representatives and agents. All negotiations and oral agreements acceptable to both parties have been merged into and are included in this Lease. There are no other representations, covenants or warranties between the parties and all reliance with respect to

representations is solely upon the express representations, covenants and warranties contained in this Lease. The parties agree that any deletion of language from this Lease prior to its mutual execution by Landlord and Tenant shall not be construed to have any particular meaning or to raise any presumption, canon of construction or implication, including, without limitation, any implication that the parties intended thereby to state the converse, obverse or opposite of the deleted language.

13.11. CAPTIONS; INTERPRETATION. The captions and article numbers appearing herein are for convenience only, are not operative parts of this Lease and do not in any way limit or amplify the terms and provisions of this Lease. Masculine or feminine pronouns shall be substituted for the neuter form and vice versa, and the plural shall be substituted for the singular form and vice versa, in any place or places herein in which the context requires such substitution(s). Whenever in this Lease any words of obligations or duty are used in connection with either party, such words shall have the same force and effect as though framed in the form of express covenants on the part of the party obligated. This Lease shall not be construed either for or against Landlord or Tenant, but this Lease shall be interpreted in accordance with the general tenor of its language

13.12. THIRD PARTIES. Nothing in this Lease, expressed or implied, is intended to confer upon any person, including, without limitation, any entity, other than the parties hereto any rights or remedies under or by reason of this Lease.

13.13. CONSENT OF THE PARTIES. Wherever in this Lease consent or approval is required, such consent or approval shall be given in writing and shall not be unreasonably withheld, conditioned or delayed, unless otherwise expressly provided; provided, however, that Tenant acknowledge that, for so long as Landlord is a governmental agency, any consent or approval required of Landlord under this Lease, may require Landlord to first follow normal governmental processes, including, to the extent applicable, public notice and a public hearing.

13.14. NON-DISCRIMINATION. Tenant promises, and it is a condition to the continuance of this Lease, that there will be no discrimination against, or segregation of, any person or group of persons on the basis of race, color, sex, sexual orientation, gender identity or expression, creed, national origin, or ancestry in the leasing, subleasing, transferring, occupancy, tenure or use of the Leased Premises or any portion thereof.

13.15. AMENDMENT OR MODIFICATION. Upon approval of this Lease by the City Council and after it has been fully executed by signature of all Parties, the Real Estate Administrator shall have the authority to complete and execute any additional documents necessary for the completion of the intent of this contractual obligation during the term of this Lease. This may include amendments, changes of address, adjustments to monetary revenue or expenditures not to exceed TEN THOUSAND DOLLARS (\$10,000), filing and recording of appropriate documents with the County Recorder's Office or the County Tax Assessor's Office, and recordings and filing with the City Clerk's Office.

13.16. COUNTERPARTS; ELECTRONIC DELIVERY. This Lease may be executed in counterparts, and all such counterparts will constitute the same contract and the signature of any party to any counterpart will be deemed a signature to, and may be appended to, any other counterpart. Executed copies hereof may be delivered by facsimile or e-mail, pursuant to NRS 719.240, and upon receipt will be deemed originals and binding upon the Parties hereto, regardless of whether originals are delivered thereafter.

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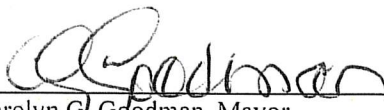
**INTERLOCAL AGREEMENT FOR THE LEASE OF THE FIFTH STREET SCHOOL
BETWEEN
CITY OF LAS VEGAS AND LAS VEGAS REDEVELOPMENT AGENCY**

Signature Page


13.17. TIME IS OF THE ESSENCE Time is of the essence in the performance of all covenants and conditions in this Lease for which time is a factor.

IN WITNESS WHEREOF, the Parties have executed this Lease as of the Effective Date as defined herein.

CITY OF LAS VEGAS

By: 
Carolyn G. Goodman, Mayor

ATTEST:

By: 
LuAnn D. Holmes, MMC, City Clerk

APPROVED AS TO FORM:

By:  7/2/19
Deputy City Attorney Date

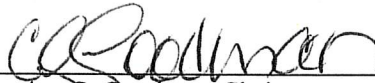
John S. Ridilla
Deputy City Attorney

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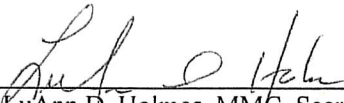
**INTERLOCAL AGREEMENT FOR THE LEASE OF THE FIFTH STREET SCHOOL
BETWEEN
CITY OF LAS VEGAS AND LAS VEGAS REDEVELOPMENT AGENCY**

Signature Page (continued)

LAS VEGAS REDEVELOPMENT AGENCY

By: 
Carolyn G. Goodman, Chair

ATTEST:

By: 
LuAnn D. Holmes, MMC, Secretary

APPROVED AS TO FORM:

By:  7/2/19
Deputy City Attorney Date

John S. Ridilla
Deputy City Attorney

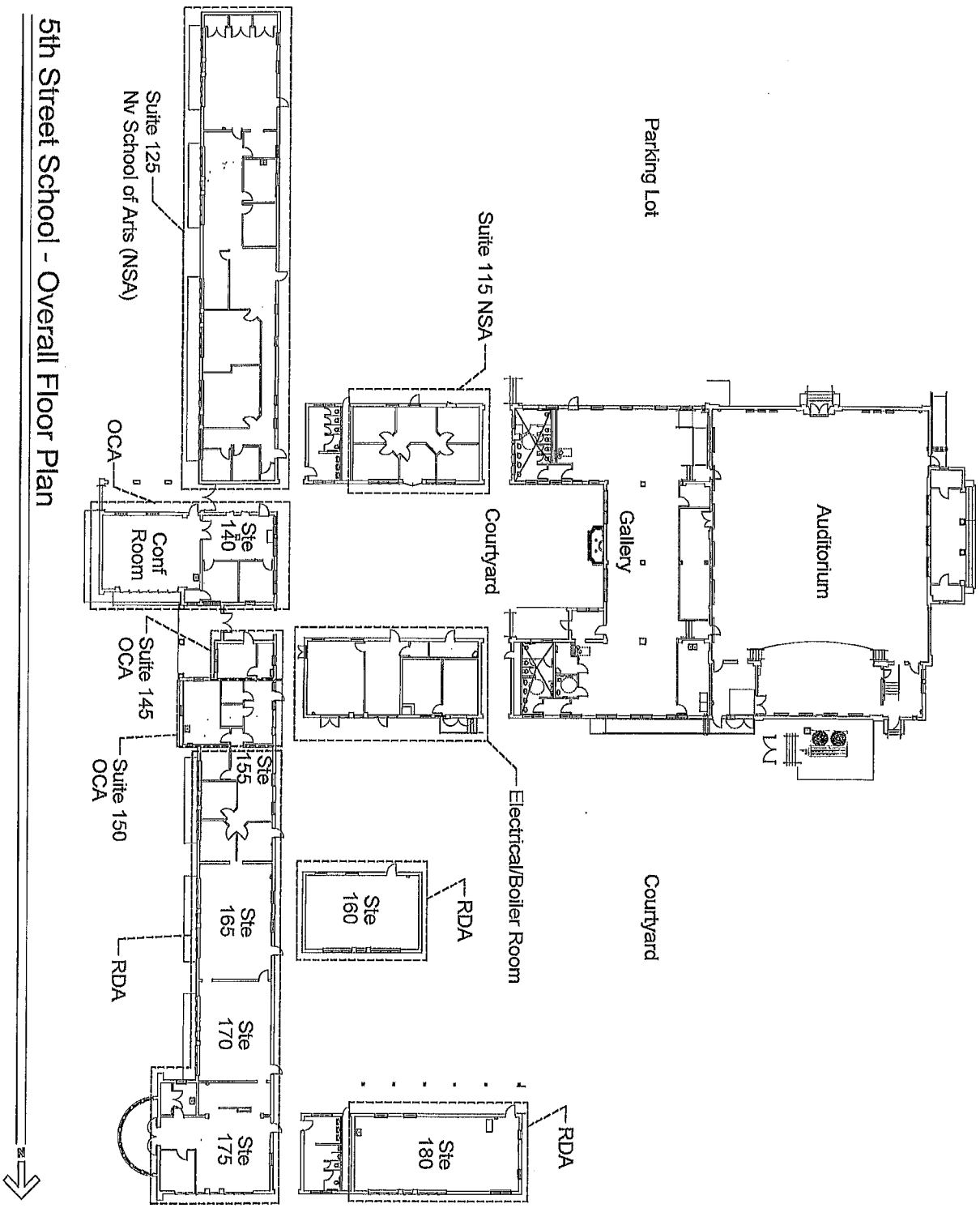
LIST OF EXHIBITS

EXHIBIT ADEPICTION OF LEASED PREMISES

EXHIBIT A

DEPICTION OF LEASED PREMISES

[SEE ATTACHED]



**FIRST AMENDMENT TO INTERLOCAL AGREEMENT
FOR THE LEASE OF THE FIFTH STREET SCHOOL BETWEEN CITY OF LAS VEGAS AND
LAS VEGAS REDEVELOPMENT AGENCY**

This FIRST AMENDMENT TO INTERLOCAL AGREEMENT (the "First Amendment") is made by and between the CITY OF LAS VEGAS, a Nevada municipal corporation ("City or "Landlord"), and the LAS VEGAS REDEVELOPMENT AGENCY, a public body in the State of Nevada ("RDA" or "Tenant"). Landlord and Tenant are sometimes collectively referred to herein as the "Parties".

This First Amendment is effective on the date of approval by the City or RDA, whichever date is later, as long as approval by one is within thirty (30) calendar days of approval by the other ("Effective Date").

RECITALS

WHEREAS, the Parties previously entered into that certain Interlocal Agreement dated July 17, 2019, (the "Lease") for RDA to lease a portion of the building and improvements (the "Premises") commonly known as the Historic Fifth Street School located at 401 South 4th Street, Las Vegas, Nevada, 89101; and

WHEREAS, the Parties mutually desire to amend the Lease to extend the Primary Term.

NOW, THEREFORE, in consideration of the mutual terms, conditions and covenants set forth below, the Parties agree to amend the Lease as follows:

AGREEMENT

1. INCORPORATION OF RECITALS AND EXHIBITS. The above Recitals and all Exhibits attached hereto, if any, are incorporated by this reference and expressly made part of this First Amendment.
2. Section 1.2 PRIMARY TERM shall be deleted in its entirety and replaced with the following:
Unless earlier terminated in accordance with the terms in this Lease, the Primary Term shall commence on August 1, 2019, (the "Commencement Date") and terminating on January 1, 2023, (the "Expiration Date").
3. Section 1.3 OPTION TERM shall be deleted in its entirety.
4. Section 1.4 HOLDOVER TERM shall be deleted in its entirety and replaced with the following:
In the event that an Option Term is not approved at the end of the Primary Term, and if Tenant is not in breach of this Lease, this Lease shall continue on a month-to-month tenancy (the "Holdover Term"). With thirty (30) days written notice, either party may terminate this Lease during the Holdover Term. The Holdover Term created by this Article will be subject to all remaining terms and conditions of this Lease.
"Lease Term" as used herein refers collectively to the Primary Term, and Holdover Term, if any.
5. Capitalized terms used herein but not otherwise defined shall have the meaning set forth in the Lease.
6. The Parties represent and acknowledge that as of the date of this First Amendment, neither party (i) is in default under the terms of the Lease; (ii) has any defense, set off or counterclaim to the

enforcement by either party of the terms of the Lease; and (iii) is aware of any action or inaction by either party that would constitute an Event of Default by either party under the Lease.

7. In the event of a conflict between any provision(s) of the Lease, this First Amendment shall control.

8. In all other respects, the Lease, as amended by this First Amendment, is hereby ratified and confirmed, in full.

9. This First Amendment may be executed in counterparts, and all such counterparts will constitute the same contract and the signature of any party to any counterpart will be deemed a signature to, and may be appended to, any other counterpart. Executed copies hereof may be delivered by facsimile or e-mail, pursuant to NRS 719.240, and upon receipt will be deemed originals and binding upon the Parties hereto, regardless of whether originals are delivered thereafter.

[LEFT BLANK INTENTIONALLY AND SIGNATURES APPEAR ON NEXT PAGES]

FIRST AMENDMENT TO INTERLOCAL AGREEMENT

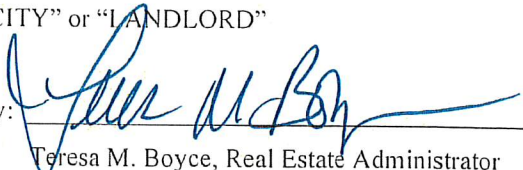
Signature Page

IN WITNESS WHEREOF, the Parties have executed this First Amendment as of the Effective Date as defined herein.

CITY OF LAS VEGAS

"CITY" or "LANDLORD"

By:

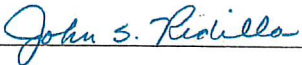

Teresa M. Boyce, Real Estate Administrator

Date:

10/29/19

APPROVED AS TO FORM:

By:



10/29/19

Deputy City Attorney

Date

John S. Ridilla
Deputy City Attorney

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FIRST AMENDMENT TO INTERLOCAL AGREEMENT

Signature Page (continued)

LAS VEGAS REDEVELOPMENT AGENCY

"RDA" or "TENANT"

By: _____
Carolyn G. Goodman, Chair

Date: _____

ATTEST:

By: _____
LuAnn D. Holmes, MMC, Secretary

APPROVED AS TO FORM:

By: John S. Ridilla 10/29/19
Deputy City Attorney Date

John S. Ridilla
Deputy City Attorney

EXHIBIT "D"

DISCLOSURE OF PRINCIPALS

[SEE ATTACHED]

EXHIBIT D

CERTIFICATE DISCLOSURE OF OWNERSHIP/PRINCIPALS

1. Definitions

"City" means the City of Las Vegas.

"City Council" means the governing body of the City of Las Vegas.

Las Vegas Redevelopment Area
"Contracting Entity" means the individual, partnership, or corporation seeking to enter into a contract or agreement with the City of Las Vegas.

"Principal" means, for each type of business organization, the following: (a) sole proprietorship – the owner of the business; (b) corporation – the directors and officers of the corporation; but not any branch managers of offices which are a part of the corporation; (c) partnership – the general partner and limited partners; (d) limited liability company – the managing member as well as all the other members; (e) trust – the trustee and beneficiaries.

2. Policy

In accordance with Resolution 79-99 and 105-99 adopted by the City Council, Contracting Entities seeking to enter into certain contracts or agreements with the City of Las Vegas must disclose information regarding ownership interests and principals. Such disclosure generally is required in conjunction with a Request for Proposals (RFP). In other cases, such disclosure must be made prior to the execution of a contract or agreement.

3. Instructions

The disclosure required by the Resolutions referenced above shall be made through the completion and execution of this Certificate. The Contracting Entity shall complete Block 1, Block 2, and Block 3. The Contracting entity shall complete either Block 4 or its alternate in Block 5. Specific information, which must be provided, is highlighted. An Officer or other official authorized to contractually bind the Contracting Entity shall sign and date the Certificate, and such signing shall be notarized.

4. Incorporation

This Certificate shall be incorporated into the resulting contract or agreement, if any, between the City and the Contracting entity. Upon execution of such contract or agreement, the Contracting Entity is under a continuing obligation to notify the City in writing of any material changes to the information in this Certificate. This notification shall be made within fifteen (15) days of the change. Failure to notify the City of any material change may result, at the option of the City, in a default termination (in whole or in part) of the contract or agreement, and/or a withholding of payments due the Contracting Entity.

Block 1 Contracting Entity	
Name	Tech Impact
Address	417 N 8th Street, Suite 203
	Philadelphia, PA 19123
Telephone	215-557-1559
EIN or DUNS	74-3062511

Block 2 Description
Tech Impact provides technology support services to nonprofit clients across the country and technology training and education to nonprofits and communities in various cities.

Block 3	Type of Business
<input type="checkbox"/> Individual	<input type="checkbox"/> Partnership
<input type="checkbox"/> Limited Liability Company	<input type="checkbox"/> Corporation
<input type="checkbox"/> Trust	<input checked="" type="checkbox"/> Other:

**CERTIFICATE -- DISCLOSURE OF OWNERSHIP/PRINCIPALS
(CONTINUED)**

Block 4 Disclosure of Ownership and Principals

In the space below, the Contracting Entity must disclose all principals (including partners) of the Contracting Entity, as well as persons or entities holding more than one-percent (1%) ownership interest in the Contracting Entity.

	FULL NAME/TITLE	BUSINESS ADDRESS	BUSINESS PHONE
1.	Patrick Callihan, Executive Director	417 N 8th Street, Suite 203, Phila, PA	9123 215-557-1559 x109
2.	Paul Jaskot, Chairman	2929 Arch Street, Suite 800, Phila, PA	19104 215-557-1559 x109
3.	Randall Gaboriault, Treasurer	1 Reads Way, Suite 200, New Castle, DE	19720 215-557-1559 x109
4.	James Johnson, Secretary	2 Meridian Blvd, Wyomissing, PA	19610 215-557-1559 x109
5.			
6.			
7.			

The Contracting Entity shall continue the above list on a sheet of paper entitled "disclosure of Principals - Continuation" until full and complete disclosure is made. If continuation sheets are attached, please indicate the number of sheets: _____.

Block 5 DISCLOSURE OF OWNERSHIP AND PRINCIPALS - ALTERNATE

If the Contracting Entity, or its principals or partners, are required to provide disclosure (of persons or entities holding an ownership interest) under federal law (such as disclosure required by the Securities and Exchange Commission or the Employee Retirement Income Act), a copy of such disclosure may be attached to this Certificate in lieu of providing the information set forth in Block 4 above. A description of such disclosure documents must be included below.

Name of Attached Document: _____

Date of Attached Document: _____ Number of Pages: _____

I certify under penalty of perjury, that all the information provided in this Certificate is current, complete and accurate.
I further certify that I am an individual authorized to contractually bind the above named Contracting Entity.

Name

JOSHUA LEAVITT

Date

1/15/2020

Subscribed and sworn to before me this 15 day of

January, 2020

[Signature]
Notary Public

